



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, JUNE 21, 2022 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

MARCUS BUSH
Vice Mayor

RON MORRISON
Councilmember

MONA RIOS
Councilmember

JOSE RODRIGUEZ
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

1. [Employee of the Quarter 2022 - Giovanni Corado, Police Officer. \(Police\)](#)

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

INTERVIEWS / APPOINTMENTS

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

CONSENT CALENDAR

2. [Motion of the City Council of the City of National City, California, 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. \(City Clerk\)](#)
3. [Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to July 19, 2022, as required by AB 361. \(City Clerk\)](#)
4. [Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute an agreement with Liebert Cassidy Whitmore for Employment and Labor Legal Services. \(City Attorney\)](#)
5. [Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute an Agreement with Meyers Nave for Employment and Labor Legal Services. \(City Attorney\)](#)
6. [Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute an Agreement with Burke Williams & Sorensen, LLP for Employment and Labor Legal Services. \(City Attorney\)](#)

7. [Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute an Agreement with Olivarez Madruga Law Organization, LLP for Employment and Labor Legal Services. \(City Attorney\)](#)
8. [Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute the Second Amendment to the Agreement with The Pun Group, LLP for independent auditing services for the fiscal year ending June 30, 2022, extending the agreement to July 17, 2023. \(Finance\)](#)
9. [Resolution of the City Council of the City of National City, California, approving an amendment to the salary schedule for the Part-Time and Seasonal employee classifications to increase wages by 3% effective the first full pay period of July 2022, January 2023, and July 2023. \(Administrative Services\)](#)
10. [Resolution of the City Council of the City of National City, California adopting City Council Policy #203, "Investments," as amended, for fiscal year 2022. \(Finance\)](#)
11. [Resolution of the City Council of the City of National City, California approving and adopting the annual appropriations limit for fiscal year 2023 in the amount of \\$76,915,463. \(Finance\)](#)
12. [Resolution of the City Council of the City of National City, California, authorizing the transfer of funds from the General Fund Unassigned Fund Balance Reserve to the General Fund's Committed Fund Balance Components named the Economic Contingency Reserve and the Facilities Maintenance Reserve. \(Finance\)](#)
13. [Resolution of the City Council of the City of National City, California authorizing the establishment of an appropriation and corresponding revenue budget for \\$60,000 for the California Governor's Office of Emergency Services \(Cal OES\) Grant for the reimbursable grant purchase of a High Frequency Communications System for the Emergency Operations Center \(EOC\). \(Fire\)](#)
14. [Resolution of the City Council of the City of National City, California authorizing the City Manager to execute an agreement between the City of National City and Columbia Telecommunications Corporation \(CTC\) to provide administrative and fiscal services in conjunction with the California State Library's Broadband Services Project. \(Library and Community Services\)](#)
15. [Resolution of the City Council of the City of National City, California authorizing the Mayor to execute an agreement between the City of National City and EXOS Community Services, LLC, extending the term of the agreement to December 31, 2022 to provide aquatic programs and services](#)

- [at Las Palmas Pool located at 1800 East 22nd Street. \(Library and Community Services\)](#)
16. [Resolution of the City Council of the City of National City, California authorizing the appropriation of additional fund in amount of \\$148,934.25 \(Supplement #71\) for Phase II – Implementation phase of Paradise Creek Mitigation at Kimball Way project, reimbursable through the Hazard Mitigation Grant Program approved by the Federal Emergency Management Agency \(FEMA\); 2\) establishing corresponding revenue and expenditure accounts; and 3\) committing to providing a local match of \\$49,644.75 \(Supplement #71\). \(Engineering/Public Works\)](#)
 17. [Resolution of the City Council of the City of National City, California, 1\) accepting the Clean California Local Grant; 2\) authorizing the City Manager or designee to execute the grant agreement for the National City Eastside I-805 Community Greenbelt Project in the amount of \\$4,998,761; and 3\) approving the establishment of an Engineering Grant Funds Appropriation of \\$4,998,761 and corresponding revenue budget to allow for reimbursement of eligible project expenditures. \(Engineering/Public Works\)](#)
 18. [Resolution of the City Council of the City of National City, California, 1\) authorizing the filing of a Strategic Growth Council Transformative Climate Communities \(TCC\) Planning Grant application in the amount of \\$300,000; 2\) authorizing the City Manager or designee to execute the grant agreement if selected for funding; and 3\) if selected for funding, approving the establishment of an Engineering Grants Fund Appropriation of \\$300,000 and corresponding revenue budget to allow for reimbursement of eligible project expenditures through the program. \(Engineering/Public Works\)](#)
 19. [Warrant Register #44 for the period of 4/29/22 through 5/05/22 in the amount of \\$2,565,763.27. \(Finance\)](#)
 20. [Warrant Register #45 for the period of 5/06/22 through 5/12/22 in the amount of \\$592,708.06. \(Finance\)](#)
 21. [Warrant Register #46 for the period of 5/13/22 through 5/19/22 in the amount of \\$2,059,050.50. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

22. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California accepting the National City 2022/2023 Tax Roll Sewer Service Fees report, which identifies by parcel number, each parcel of real property receiving sewer services and the amount of sewer charges for each parcel for FY 2022-23 as required by the California Health and Safety Code Section 5473, Et Seq., pertaining to collection of sewer charges on the tax roll, directing the City Clerk to file the report with the San Diego County Auditor, and directing the City Engineer to file a certification of the sewer](#)

[service charges with the San Diego County Auditor. \(Engineering/Public Works\)](#)

23. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California confirming the assessment and ordering the levy for the Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2022/23. \(Planning\)](#)

NON CONSENT RESOLUTIONS

24. [Resolution of the City Council of the City of National City authorizing various fiscal year 2022 3rd Quarter budget adjustments. \(Finance\)](#)

NEW BUSINESS

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

25. [Resolution of the Community Development Commission-Housing Authority of the City of National City, California, authorizing the Executive Director to execute a Regulatory Agreement with Southern Highlands Apartments L.P., providing for a restriction of rents at 60% of Area Median Income for 55 years on a 151-unit rental housing project located at 2525 Highland Avenue in National City \("Project"\) and approve a \\$10,000 grant to assist in the Project. \(Housing Authority\)](#)

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

26. [Public Meeting Protocols - Return to In-Person Meetings. \(City Manager\)](#)
27. [Update on the disposition of City-owned real property located at 921 and 929 National City Boulevard, National City. \(Housing Authority\)](#)
28. [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 - August 2, 2022 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [Employee of the Quarter 2022 - Giovanni Corado, Police Officer. \(Police\)](#)
Please scroll down to view the backup material.



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

DATE: May 23, 2022
TO: Brad Raulston, City Manager
FROM: Robert J. Meteau, Jr., Human Resources Director 
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

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

The employee to be recognized for the 2nd Quarter of calendar year 2022 is:

Officer Giovanni Corado

By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, June 21, 2022 to be recognized for his achievement and service.

Attachment

cc: Giovanni Corado
Chief Jose Tellez
Mayor's Confidential Assistant
Human Resources – Office File

NATIONAL CITY POLICE DEPARTMENT
MEMORANDUM

DATE: May 17, 2022
TO: Robert J. Meteau, Jr., Human Resources Director
FROM: Jose Tellez, Chief of Police
SUBJECT: Commendation for Officer Giovanni Corado

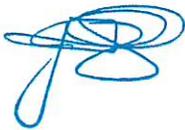
On 05/17/2022, 1135 hours, Officer Corado responded to the 3100 block of E. Plaza Boulevard, on a medical distress call. Officer Corado was guided to a homeless encampment in the drainage channel where a mother had just given birth.

The newborn girl appeared to be healthy, but the umbilical cord was still attached to her and the mother. Officer Corado provided first aid by using a pair of medical scissors and a medical clamp, to close off and detach the umbilical cord. Once the umbilical cord was detached, Officer Corado took the newborn baby to an awaiting ambulance, ensuring transportation for urgent medical care.

Officer Corado remained with the mother and provided safety, comfort and updates on the newborn's wellbeing, until additional medical units arrived at their location

Officer Corado performed in a calm, compassionate and professional manner.

Respectfully,



Jose Tellez
Chief of Police

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City, California, 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 # ____

06/21/22

MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 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: [Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to July 19, 2022, as required by AB 361. \(City Clerk\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.

ITEM TITLE:

Adoption of a Resolution Declaring Findings to Continue Teleconference Meetings to July 19, 2022, as required by AB 361 (City Clerk)

PREPARED BY: Shelley Chapel, MMC, Deputy City Clerk **DEPARTMENT:** City Clerk

PHONE: (619) 336-4225

APPROVED BY: Shelley Chapel

EXPLANATION:

Adoption of the resolution would allow the City Council and the City Boards, Commissions and Committees to continue teleconference meetings via Zoom past the September 30, 2021, expiration date of the Governors Executive Order N-08-21. The State of Emergency continues as the COVID-19 Delta Variant has emerged causing a spike in cases throughout the world. The City complies with the County of San Diego County Health Department and Cal OSHA requirements to ensure the health and safety of its staff and the public.

Adopting this resolution would allow the City Council to reevaluate this declaration of findings every 30 days for ongoing continuation or further action.

See Attachment A – Explanation regarding Assembly Bill No. 361 |

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

None.

ENVIRONMENTAL REVIEW:

This action is not subject to review under the California Environmental Quality Act (CEQA)

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

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt a resolution making the findings required by AB 361 to continue teleconference meetings of the City Council and the City Boards, Commissions and Committees after September 30, 2021 for a period of 30 days from the date of this meeting to be considered again by the City Council for ongoing continuation or further action.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

A – Resolution

RESOLUTION NO. 2022 -

**RESOLUTION OF CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA,
MAKING THE FINDINGS REQUIRED BY AB 361 TO CONTINUE TELECONFERENCE
MEETINGS OF THE CITY COUNCIL AND THE CITY BOARDS, COMMISSIONS, AND
COMMITTEES TO JULY 19, 2022**

WHEREAS, the World Health Organization has declared the COVID-19 outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act; and

WHEREAS, beginning March 2020, California Governor Newsom executed Executive Order N-29-20 including additional updates as the pandemic progressed and extending into 2021. The most recent Executive Order N-08-21, issued June 11, 2021 waived all physical presence requirements under the Ralph M. Brown Act as a means of limiting the spread of COVID-19; and

WHEREAS, Executive Order N-08-21 is set to expire on September 30, 2021. The date was predicted as a time when hopes were that agencies could begin to transition back to public meetings held in full compliance with the Ralph M. Brown Act; and

WHEREAS, on September 16, 2021, California Governor Newsom signed into law Assembly Bill (AB) 361, which extends the authority of public agencies to conduct meetings by teleconference, including video conference, while the state of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place.

WHEREAS, on October 5, 2021, City Council adopted Resolution No. 2021-147 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on November 2, 2021, City Council adopted Resolution No. 2021-164 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on December 7, 2021, City Council adopted Resolution No. 2021-183 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on January 4, 2022, City Council adopted Resolution No. 2022-01 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on February 1, 2022, City Council adopted Resolution No. 2022-11 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on March 1, 2022, City Council adopted Resolution No. 2022-31 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on April 5, 2022, City Council adopted Resolution No. 2022-47 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on May 3, 2022, City Council adopted Resolution No. 2022-63 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on May 17, 2022, City Council adopted Resolution No. 2022-74 declaring findings to continue to teleconference for an additional 30 days; and

WHEREAS, on June 7, 2022, City Council adopted Resolution No. 2022-85 declaring findings to continue to teleconference for an additional 30 days.

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

Section 1: Makes the findings required by AB 361 to continue teleconference meetings of the Legislative Body and its appointed Boards, Commissions, and Committees.

Section 2. Makes the findings that the City of National City meets the requirements to continue holding meeting remotely in order to ensure the health and safety of its staff and the public.

Section 3. That 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 21st day of June 2022,

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, California, authorizing the Mayor to execute an agreement with Liebert Cassidy Whitmore for Employment and Labor Legal Services. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: 6/21/2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing the City Manager to execute an agreement with Liebert Cassidy Whitmore for Employment and Labor Legal Services.

PREPARED BY: Charles E. Bell, Jr., City Attorney

DEPARTMENT: City Attorney

PHONE: (619) 336-4220

APPROVED BY: _____

EXPLANATION:

Explanation is attached.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

HR Professional Services Expenditures:
001-407-083-200 |

ENVIRONMENTAL REVIEW:

This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

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

STAFF RECOMMENDATION:

Adopt Resolution approving the City Manager to execute an agreement with Liebert Cassidy Whitmore for Employment and Labor Legal Services.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Staff Report
- Request for Qualifications
- Agreement
- Resolution



CITY OF NATIONAL CITY STAFF REPORT

DATE: June 21, 2022

TO: Mayor and City Council

FROM: Charles E. Bell, Jr., City Attorney

SUBJECT: Resolution of the City Council of the City of National City, California, authorizing the City Manager to execute an agreement with Liebert Cassidy Whitmore for Employment and Labor Legal Services.

The contract will provide Employment and Labor Law legal services for the City of National City ("City"). Specific responsibilities would include, but are not limited to: 1) advise the City on all aspects of labor and employment law, including disciplinary matters, the impacts of current and proposed legislation, and the impacts of recent or pending court rulings, 2) review and provide advice on labor and employment policies, reports, and documents, 3) draft labor and employment policy reports and documents on behalf of the City, 4) prepare training materials for City personnel, including the City Council, 5) represent the City in meetings with internal employee bargaining groups and outside agencies, such as the State of California Public Employee Relations Board ("PERB").

On April 5, 2022, the City Council approved Resolution No. 2022 - 49 authorizing the City Attorney's Office to issue a Request for Qualifications ("RFQ") for Employment and Labor Law legal services. The RFQ for Employment and Labor Law legal services was advertised by the City on April 6, 2022 with a deadline of May 5, 2022. By the deadline, 8 responses were received in total.

Of the 8 responses received, the City Attorney's Office has selected 4 to execute agreements with regarding Employment and Labor Law legal services. Liebert Cassidy Whitmore is one of the 4 selected by the City Attorney's Office.

Therefore, staff recommends awarding a contract to Liebert Cassidy Whitmore in the not-to-exceed amount of \$50,000.00 for a term beginning on the effective date until June 21, 2027. Liebert Cassidy Whitmore has been providing general legal services regarding labor and employment matters to public sector clients for over 40 years. Liebert Cassidy Whitmore



REQUEST FOR QUALIFICATIONS FOR EMPLOYMENT AND LABOR LEGAL SERVICES

1. INTRODUCTION

The City of National City (“City”) is a general law city which operates under a council-manager form of government. The City Council has an elected Mayor, Vice Mayor, and three Councilmembers who are elected at large for a term of four years. The citizens of National City also elect the City Treasurer and City Clerk.

The City Council is responsible for setting policies, enacting ordinances, adopting the budget, reviewing the General Plan, appointing committees, and appointing the City Manager and City Attorney. The City Manager is responsible for carrying out policies and ordinances of the City Council, appointing City department heads, and overseeing the day-to-day operations of the City. National City is organized into the departments of City Manager, City Clerk’s Office, City Attorney’s Office, Building, Planning, Engineering/Public Works, Finance, Fire, Police, Housing & Economic Development, Community Services, Information Technology, Library, Neighborhood Services, and Human Resources. The City’s total all funds budget is \$107.8 million, and the workforce consists of approximately 360 employees. For more information on the City of National City, please visit their website at: www.nationalcityca.gov

2. THE COMMUNITY

The City of National City was incorporated in 1887 and is a full service, general law city serving a vibrant, socio-economically diverse community. National City’s multi-cultural population, mild climate and central location make National City a great place to live and work. The spirit of National City is a welcoming one, and the residents take great pride in its rich history and traditions, diverse cultures, dynamic and progressive atmosphere, strong community spirit, schools, neighborhoods and vibrant business districts.

National City, San Diego County’s second oldest city is centrally located in the South Bay region of the San Diego metropolitan area, in southwestern San Diego County. National City is truly “In the center of it all.” A thriving bi-national region of 5 million consumers, the City’s competitive edge is its central location, transportation network, and business industry.

RFQ for Legal Counsel
Employment and Labor

National City is positioned for prosperity, with proximity to the San Diego Bay, US-Mexico border, downtown San Diego, international airport, rail, San Diego State University, and other colleges and universities. Adjacent to the San Diego Bay, National City can be easily accessed by interstates 5 and 805, and highways 54 and 15. The San Diego Trolley and the Metropolitan Transit System (MTS) services National City 7 days a week. The robust transportation resources conveniently connect the City to the region.

National City is home to over 3,000 businesses – a remarkable number for a city with a population of slightly over 61,000. A variety of industries, ranging from small family-owned operations to multi-million-dollar corporations can be found in National City. The National City Marine Terminal, part of the Unified Port of San Diego, is the most advanced vehicle import and export facility on the West Coast, processing more than 270,000 vehicles annually. Lumber is also imported from the Pacific Northwest for construction use throughout the region. National City’s port area extends three miles along San Diego Bay and is part of the largest U.S. Navy installation on the West Coast.

National City’s 87.2 acres of park land exceeds the statewide norm. The City’s four sprawling major parks include El Toyon Park, Kimball Park, Las Palmas Park, and Sweetwater Heights Park, plus the National City Golf Course. The National City recreation division provides programs at the Las Palmas Olympic-sized pool as well as at six recreation centers. The City has 10 elementary schools, 2 middle schools, 1 high school, and 1 community college.

1.1. Purpose of Invitation

This Request for Qualifications (“RFQ”) is focused on obtaining the services of a professional, highly qualified attorney to lead as-needed, general legal services regarding labor and employment law matters.

Interested and qualified firms who have demonstrated their ability at comparable work are invited to submit their qualifications.

Submittals, requests for information, or questions relative to this Request for Qualifications should be addressed to:

City Attorney
City of National City
1243 National City Blvd.
National City, CA 91950
619-336-4220
attorney@nationalcityca.gov

RFQ for Legal Counsel
Employment and Labor

1.2 Submittal Deadline

Qualifications will be accepted until May 5, 2022. The submittal must include one original and one copy.

1.3 Contract Length

The agreement will be effective on date fully executed and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other.

1.4 Scope of Services

The City of National City is seeking an attorney to perform the full range of services related to general legal services regarding labor and employment law matters. Specific responsibilities include, but are not limited to:

1. Advise the City on all aspects of labor and employment law, including disciplinary matters, the impacts of current and proposed legislation, and the impacts of recent or pending court rulings.
2. Review and provide advice on labor and employment policies, reports and documents and reports.
3. Draft labor and employment policies reports and documents on behalf of the City.
4. Prepare training materials for City personnel, including the City Council.
5. Provide trainings to City personnel, including the City Council.
6. Represent the City in meetings with internal employee bargaining groups and outside agencies such as the State of California Public Employee Relations Board (PERB).

2.0 SUBMITTAL REQUIREMENTS

The respondent shall follow the format specified below. Each section should be tabbed and labeled in the order shown below.

2.1 Submittal Cover

The cover shall include the title, submittal due date, name, address, telephone and fax numbers, and e-mail address of the principal contact.

2.2 Table of Contents

The table of contents shall be complete and clear.

2.3 Cover Letter

The letter shall be brief. Any changes to the submittal format or deletions of requested material should be explained in the cover letter. The letter should also include the location of the office(s) in which the proposed attorney(s) is located.

2.4 Statement of Understanding and Proposed Methodology

The respondent shall provide a written narrative that demonstrates an understanding of this invitation and a proposed methodology for implementing the Scope of Services, provided above in Section 1.4.

2.5 Project-Related Experience

This section shall include examples of respondent's experience in the past ten years specifically related to the Scope of Services. This section should also describe respondent's experience in the following areas:

- Advise the City on all aspects of labor and employment law, including disciplinary matters, the impacts of current and proposed legislation, and the impacts of recent or pending court rulings.
- Review and provide advice on labor and employment policies, reports and documents and reports.
- Draft labor and employment policies reports and documents on behalf of the City.
- Prepare training materials for City personnel, including the City Council.
- Provide trainings to City personnel, including the City Council.
- Represent the City in meetings with internal employee bargaining groups and outside agencies such as the State of California Public Employee Relations Board (PERB).

2.6 Project Personnel

A resume for each attorney proposed to perform as legal services should be provided with their relevant municipal employment law and labor experience.

2.7 Insurance

Respondent shall be required to comply with all the insurance requirements required under the contract, a sample of which is attached hereto.

2.8 Schedule of Rates

Respondent shall include a "Schedule of Rates" in a sealed envelope, including rates for all of the personnel that may provide services under this contract.

2.10 References

The listing of other clients represented is critical and contact information should be provided for reference checks. Please provide at least three public sector clients and three union/employee representatives (if applicable) as references for each professional proposed in Section 2.6. Include each reference's name, address, and telephone number. In addition, provide a list the municipalities your firm, and in particular, the proposed attorney, provided similar services for within the past three (3) years.

2.9 Additional Required Information

The following information should also be provided:

- Type of firm: individual, partnership, or corporation.
- Organizational structure of the firm, history, including number of years in existence, number and location of offices, total number of employees.
- Describe the ability of your firm to provide local service to the City.
- Names and titles of all principals/officers of the firm (name, title, phone number).
- How many years has your firm been providing labor law services to municipalities?
- Describe the firm's philosophy about customer service and quality assurance.
- Describe your firm's resources or methods to provide education on best practices, trends or hot topics.
- Describe the organization's legal research capabilities and how you communicate legislative updates to your clients.

- Describe your firm’s commitment to diversity in both your employment practices and in client relations.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Criteria

The responses will be evaluated based upon the following:

- Respondent’s submittal demonstrates an understanding of the Scope of Services.
- Respondent’s knowledge of the law regarding labor and employment law matters.
- Availability and accessibility, including the location of the office that will be servicing the City of National City.
- The experience, professional credentials and references of those who will be advising the City of National City.
- Respondent’s commitment to diversity in both your employment practices and in client relations.

3.2 Submittal Selection Process

A selection committee will review the submittals and “short-list” the most qualified respondents. This committee may then choose to interview selected respondents. The proposed attorney(s) from the law firm must attend. Thereafter, a recommendation will be made for a final decision.

3.3 Submittal Schedule

Distribution/Advertisement	April 6, 2022
Deadline for response	May 5, 2022
Interviews	week of May 16, 2022
Selection and Recommendation	May 26, 2022
City Council Approval	June 7, 2022

3.4 Legal Services Agreement

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

Before the City executes a contract, the selected firm shall furnish the City certificates evidencing insurance, as required by the City. The City shall be named as additional insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

4.0 DECLARATIONS AND ADDITIONAL INFORMATION

4.1 The City of National City Rights Regarding this Invitation

The City reserves the right to reject all submittals for any reason without indicating reasons for said rejection. The City accepts no financial responsibility for any costs incurred by respondent. Issuance of this Request for Qualifications does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.

The City reserves the right to waive any irregularities or informalities in the proposal or proposal process. The City retains the right to reject all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent.

4.2 Acknowledgement of Amendments

Each firm receiving a copy of this shall acknowledge receipt of any amendment to this Request for Qualifications by signing and returning the amendment with the completed proposal. The acknowledgment must be received by the City of National City at the time and place specified for receipt of qualifications.

4.3 Right to Cancel

The City reserves the right to withdraw or cancel, for any or no reason, at any time, in part or in its entirety, this RFQ, including but not limited to: selection schedule, submittal date, and submittal requirements.

4.4 Variations in Scope of Work

The City may materially change the scope of services by way of amendment to this RFQ, signed by the City Clerk. The City may waive the written requirement for a variation in the scope of services if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

4.6 Applicable Laws

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation related to the contract or this RFQ shall be brought in the State of California, with a venue of the San Diego Superior Courts. The firm awarded the contract shall comply with all applicable Federal, State, and local laws and regulations.

4.7 Public Information

All documents received by the City are considered public records and will be made available after the RFQ selection for public inspection and copying upon request.

4.8 Compensation

The respondent agrees, if selected, that compensation shall be governed by the terms set forth and agreed to in the Legal Services Agreement.

4.9 Independent Contractor Status

The respondent agrees, if selected, that he or she shall perform the services as independent contractor(s) and not employee(s) of the City. The City shall not be considered the employer of respondent. The respondent understands, if selected, the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits.

4.10 Indemnification

The respondent agrees, if selected, to indemnify and hold harmless the City and all its officers and employees from any and all liability, claims, costs, including reasonable attorney's fees, demands, damages, expenses, and causes of action as outlined in the contract.

4.11 Examination of Solicitation

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with

work required in the solicitation and is capable of performing quality work and to achieve the objectives of the City.

5.0 APPENDICES

Appendix A – Sample Agreement

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
[FULL LEGAL COMPANY NAME]**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and _____, a law corporation (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to assist in representing the CITY in connection with litigation and government claims issues, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on _____ and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: consultation with the City Attorney and Risk Management on Government Claims, defense of the City on litigated matters, advice and counsel to the City Council, and communications with City staff as per the Proposal Letter attached as Exhibit A (“LEGAL SERVICES”). In addition, the City may increase the scope of work with the FIRM’s agreement, and such additional work will be confirmed via a letter that shall bring such work within the scope of this agreement. It is expected that the FIRM will work with the City Attorney and CITY staff.

Article 4. Compensation. Compensation paid under this Agreement shall be as set forth in the Proposal Letter attached as Exhibit A.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY’S approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed _____ for LEGAL SERVICES and out-of-pocket

disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference (“telephone call re: trial brief,” “interview in preparation for deposition”).

(e) The biller’s professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY’S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY’S representative may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or

the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

Article 5. Independent Contractor. The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 6. Confidentiality of Work. All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

Article 7. Compliance with Controlling Law. The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 8. Acceptability of Work. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance or the compensation payable to the FIRM.

Article 9. Indemnification. The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

Article 10. Insurance. The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to the “location”. The “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

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

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

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the FIRM does not keep all insurance policies required by this Article 10 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 10, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Article 11. Drug Free Work Place. The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 12. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

Article 13. Notification of Change in Form. The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an

individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

Article 14. Notices. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

cc: Executive Assistant to the City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

and to: [Insert Email Address]
[Insert Email Address]

Notice to the FIRM shall be addressed to:

[insert Firm information here]

Nothing contained in this agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Article 15. Administrative Provisions.

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

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

C. *Headings.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this

Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

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

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

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

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2022.

CITY OF NATIONAL CITY

[insert name of firm]

(Corporation – signatures of two corporate officers)

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
[insert name and title]

APPROVED AS TO FORM:

By: _____
(Name)

Charles E. Bell Jr., City Attorney

(Print Name)

(Title)

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
LIEBERT CASSIDY WHITMORE**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made as of the 21st day of June, 2022 between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and LIEBERT CASSIDY WHITMORE, (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to serve as Legal Counsel for as-needed, general legal services regarding labor and employment law matters, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on the date fully executed and continue until June 21, 2027. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: as-needed, general legal services regarding labor and employment law matters as per the Proposal attached as Exhibit A, and communications with City staff (“LEGAL SERVICES”).

Article 4. Compensation. Compensation paid under this Agreement shall be as set forth in Exhibit B.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY’s approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed \$50,000.00 for LEGAL SERVICES and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to Charles E. Bell, Jr., City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference (“telephone call re: trial brief,” “interview in preparation for deposition”).

(e) The biller’s professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY’S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

Article 5. Independent Contractor. The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services.

Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 6. Confidentiality of Work. All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

Article 7. Compliance with Controlling Law. The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 8. Acceptability of Work. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance or the compensation payable to the FIRM.

Article 9. Indemnification. The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

Article 10. Insurance. The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned,

and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to the “location”. The “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

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

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

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the

CITY'S Risk Manager. If the FIRM does not keep all insurance policies required by this Article 10 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 10, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Article 11. Drug Free Work Place. The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 12. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

Article 13. Notification of Change in Form. The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

Article 14. Notices. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Attorney
City of National City

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

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

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

By: _____
Brad Raulston, City Manager

APPROVED AS TO FORM:

By: _____
Charles E. Bell Jr.
City Attorney

**LIEBERT CASSIDY WHITMORE, A
PROFESSIONAL LAW CORPORATION**

(Corporation – signatures of two corporate officers)

By: _____, Esq.

Title: PARTNER

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR EMPLOYMENT AND LABOR LAW LEGAL SERVICES WITH LIEBERT CASSIDY WHITMORE IN THE NOT-TO-EXCEED AMOUNT OF \$50,000.00.

WHEREAS, the City of National City (“City”) engages outside legal support for specialized areas; and

WHEREAS, on April 5, 2022, the City Council approved Resolution No. 2022 – 49 authorizing the City Attorney’s Office to issue a Request for Qualifications (“RFQ”) for Employment and Labor Law legal services. The RFQ for Employment and Labor Law legal services was advertised by the City on April 6, 2022 with a deadline of May 5, 2022. By the deadline, 8 responses were received in total; and

WHEREAS, City staff recommends City Council authorize the Manager to execute an Agreement for Employment and Labor Law legal services with Liebert Cassidy Whitmore in the not-to-exceed amount of \$50,000.00.

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

Section 1: Approves and authorizes the City Manager to execute an Agreement for Employment and Labor Law legal services with Liebert Cassidy Whitmore in the not-to-exceed amount of \$50,000.00.

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

PASSED and ADOPTED this 21st day of June, 2022.

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, California, authorizing the Mayor to execute an Agreement with Meyers Nave for Employment and Labor Legal Services. \(City Attorney\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: 6/21/2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing the City Manager to execute an agreement with Meyers Nave for Employment and Labor Legal Services.

PREPARED BY: Charles E. Bell, Jr., City Attorney

DEPARTMENT: City Attorney

PHONE: (619) 336-4220

APPROVED BY: Charles Bell Jr.

EXPLANATION:

Explanation is attached.

FINANCIAL STATEMENT:

APPROVED: Mollyson

Finance

ACCOUNT NO.

HR Professional Services Expenditures:
001-407-083-200 |

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution approving the City Manager to execute an agreement with Meyers Nave for Employment and Labor Legal Services.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Staff Report
- Request for Qualifications
- Agreement
- Resolution



CITY OF NATIONAL CITY STAFF REPORT

DATE: June 21, 2022

TO: Mayor and City Council

FROM: Charles E. Bell, Jr., City Attorney

SUBJECT: Resolution of the City Council of the City of National City, California, authorizing the City Manager to execute an agreement with Meyers Nave for Employment and Labor Legal Services.

The contract will provide Employment and Labor Law legal services for the City of National City ("City"). Specific responsibilities would include, but are not limited to: 1) advise the City on all aspects of labor and employment law, including disciplinary matters, the impacts of current and proposed legislation, and the impacts of recent or pending court rulings, 2) review and provide advice on labor and employment policies, reports, and documents, 3) draft labor and employment policy reports and documents on behalf of the City, 4) prepare training materials for City personnel, including the City Council, 5) represent the City in meetings with internal employee bargaining groups and outside agencies, such as the State of California Public Employee Relations Board ("PERB").

On April 5, 2022, the City Council approved Resolution No. 2022 - 49 authorizing the City Attorney's Office to issue a Request for Qualifications ("RFQ") for Employment and Labor Law legal services. The RFQ for Employment and Labor Law legal services was advertised by the City on April 6, 2022 with a deadline of May 5, 2022. By the deadline, 8 responses were received in total.

Of the 8 responses received, the City Attorney's Office has selected 4 to execute agreements with regarding Employment and Labor Law legal services. Meyers Nave is one of the 4 selected by the City Attorney's Office.

Therefore, staff recommends awarding a contract to Meyers Nave in the not-to-exceed amount of \$50,000.00 for a term beginning on the effective date until June 21, 2027. Meyers Nave is a leading multidisciplinary law firm in California, serving municipalities and other local public agencies since 1986. Meyers Nave would be a great asset to National City in providing Employment and Labor Law legal Services.



REQUEST FOR QUALIFICATIONS FOR EMPLOYMENT AND LABOR LEGAL SERVICES

1. INTRODUCTION

The City of National City (“City”) is a general law city which operates under a council-manager form of government. The City Council has an elected Mayor, Vice Mayor, and three Councilmembers who are elected at large for a term of four years. The citizens of National City also elect the City Treasurer and City Clerk.

The City Council is responsible for setting policies, enacting ordinances, adopting the budget, reviewing the General Plan, appointing committees, and appointing the City Manager and City Attorney. The City Manager is responsible for carrying out policies and ordinances of the City Council, appointing City department heads, and overseeing the day-to-day operations of the City. National City is organized into the departments of City Manager, City Clerk’s Office, City Attorney’s Office, Building, Planning, Engineering/Public Works, Finance, Fire, Police, Housing & Economic Development, Community Services, Information Technology, Library, Neighborhood Services, and Human Resources. The City’s total all funds budget is \$107.8 million, and the workforce consists of approximately 360 employees. For more information on the City of National City, please visit their website at: www.nationalcityca.gov

2. THE COMMUNITY

The City of National City was incorporated in 1887 and is a full service, general law city serving a vibrant, socio-economically diverse community. National City’s multi-cultural population, mild climate and central location make National City a great place to live and work. The spirit of National City is a welcoming one, and the residents take great pride in its rich history and traditions, diverse cultures, dynamic and progressive atmosphere, strong community spirit, schools, neighborhoods and vibrant business districts.

National City, San Diego County’s second oldest city is centrally located in the South Bay region of the San Diego metropolitan area, in southwestern San Diego County. National City is truly “In the center of it all.” A thriving bi-national region of 5 million consumers, the City’s competitive edge is its central location, transportation network, and business industry.

RFQ for Legal Counsel
Employment and Labor

National City is positioned for prosperity, with proximity to the San Diego Bay, US-Mexico border, downtown San Diego, international airport, rail, San Diego State University, and other colleges and universities. Adjacent to the San Diego Bay, National City can be easily accessed by interstates 5 and 805, and highways 54 and 15. The San Diego Trolley and the Metropolitan Transit System (MTS) services National City 7 days a week. The robust transportation resources conveniently connect the City to the region.

National City is home to over 3,000 businesses – a remarkable number for a city with a population of slightly over 61,000. A variety of industries, ranging from small family-owned operations to multi-million-dollar corporations can be found in National City. The National City Marine Terminal, part of the Unified Port of San Diego, is the most advanced vehicle import and export facility on the West Coast, processing more than 270,000 vehicles annually. Lumber is also imported from the Pacific Northwest for construction use throughout the region. National City’s port area extends three miles along San Diego Bay and is part of the largest U.S. Navy installation on the West Coast.

National City’s 87.2 acres of park land exceeds the statewide norm. The City’s four sprawling major parks include El Toyon Park, Kimball Park, Las Palmas Park, and Sweetwater Heights Park, plus the National City Golf Course. The National City recreation division provides programs at the Las Palmas Olympic-sized pool as well as at six recreation centers. The City has 10 elementary schools, 2 middle schools, 1 high school, and 1 community college.

1.1. Purpose of Invitation

This Request for Qualifications (“RFQ”) is focused on obtaining the services of a professional, highly qualified attorney to lead as-needed, general legal services regarding labor and employment law matters.

Interested and qualified firms who have demonstrated their ability at comparable work are invited to submit their qualifications.

Submittals, requests for information, or questions relative to this Request for Qualifications should be addressed to:

City Attorney
City of National City
1243 National City Blvd.
National City, CA 91950
619-336-4220
attorney@nationalcityca.gov

RFQ for Legal Counsel
Employment and Labor

1.2 Submittal Deadline

Qualifications will be accepted until May 5, 2022. The submittal must include one original and one copy.

1.3 Contract Length

The agreement will be effective on date fully executed and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other.

1.4 Scope of Services

The City of National City is seeking an attorney to perform the full range of services related to general legal services regarding labor and employment law matters. Specific responsibilities include, but are not limited to:

1. Advise the City on all aspects of labor and employment law, including disciplinary matters, the impacts of current and proposed legislation, and the impacts of recent or pending court rulings.
2. Review and provide advice on labor and employment policies, reports and documents and reports.
3. Draft labor and employment policies reports and documents on behalf of the City.
4. Prepare training materials for City personnel, including the City Council.
5. Provide trainings to City personnel, including the City Council.
6. Represent the City in meetings with internal employee bargaining groups and outside agencies such as the State of California Public Employee Relations Board (PERB).

2.0 SUBMITTAL REQUIREMENTS

The respondent shall follow the format specified below. Each section should be tabbed and labeled in the order shown below.

2.1 Submittal Cover

The cover shall include the title, submittal due date, name, address, telephone and fax numbers, and e-mail address of the principal contact.

2.2 Table of Contents

The table of contents shall be complete and clear.

2.3 Cover Letter

The letter shall be brief. Any changes to the submittal format or deletions of requested material should be explained in the cover letter. The letter should also include the location of the office(s) in which the proposed attorney(s) is located.

2.4 Statement of Understanding and Proposed Methodology

The respondent shall provide a written narrative that demonstrates an understanding of this invitation and a proposed methodology for implementing the Scope of Services, provided above in Section 1.4.

2.5 Project-Related Experience

This section shall include examples of respondent's experience in the past ten years specifically related to the Scope of Services. This section should also describe respondent's experience in the following areas:

- Advise the City on all aspects of labor and employment law, including disciplinary matters, the impacts of current and proposed legislation, and the impacts of recent or pending court rulings.
- Review and provide advice on labor and employment policies, reports and documents and reports.
- Draft labor and employment policies reports and documents on behalf of the City.
- Prepare training materials for City personnel, including the City Council.
- Provide trainings to City personnel, including the City Council.
- Represent the City in meetings with internal employee bargaining groups and outside agencies such as the State of California Public Employee Relations Board (PERB).

2.6 Project Personnel

A resume for each attorney proposed to perform as legal services should be provided with their relevant municipal employment law and labor experience.

2.7 Insurance

Respondent shall be required to comply with all the insurance requirements required under the contract, a sample of which is attached hereto.

2.8 Schedule of Rates

Respondent shall include a "Schedule of Rates" in a sealed envelope, including rates for all of the personnel that may provide services under this contract.

2.10 References

The listing of other clients represented is critical and contact information should be provided for reference checks. Please provide at least three public sector clients and three union/employee representatives (if applicable) as references for each professional proposed in Section 2.6. Include each reference's name, address, and telephone number. In addition, provide a list the municipalities your firm, and in particular, the proposed attorney, provided similar services for within the past three (3) years.

2.9 Additional Required Information

The following information should also be provided:

- Type of firm: individual, partnership, or corporation.
- Organizational structure of the firm, history, including number of years in existence, number and location of offices, total number of employees.
- Describe the ability of your firm to provide local service to the City.
- Names and titles of all principals/officers of the firm (name, title, phone number).
- How many years has your firm been providing labor law services to municipalities?
- Describe the firm's philosophy about customer service and quality assurance.
- Describe your firm's resources or methods to provide education on best practices, trends or hot topics.
- Describe the organization's legal research capabilities and how you communicate legislative updates to your clients.

- Describe your firm’s commitment to diversity in both your employment practices and in client relations.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Criteria

The responses will be evaluated based upon the following:

- Respondent’s submittal demonstrates an understanding of the Scope of Services.
- Respondent’s knowledge of the law regarding labor and employment law matters.
- Availability and accessibility, including the location of the office that will be servicing the City of National City.
- The experience, professional credentials and references of those who will be advising the City of National City.
- Respondent’s commitment to diversity in both your employment practices and in client relations.

3.2 Submittal Selection Process

A selection committee will review the submittals and “short-list” the most qualified respondents. This committee may then choose to interview selected respondents. The proposed attorney(s) from the law firm must attend. Thereafter, a recommendation will be made for a final decision.

3.3 Submittal Schedule

Distribution/Advertisement	April 6, 2022
Deadline for response	May 5, 2022
Interviews	week of May 16, 2022
Selection and Recommendation	May 26, 2022
City Council Approval	June 7, 2022

3.4 Legal Services Agreement

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

Before the City executes a contract, the selected firm shall furnish the City certificates evidencing insurance, as required by the City. The City shall be named as additional insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

4.0 DECLARATIONS AND ADDITIONAL INFORMATION

4.1 The City of National City Rights Regarding this Invitation

The City reserves the right to reject all submittals for any reason without indicating reasons for said rejection. The City accepts no financial responsibility for any costs incurred by respondent. Issuance of this Request for Qualifications does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.

The City reserves the right to waive any irregularities or informalities in the proposal or proposal process. The City retains the right to reject all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent.

4.2 Acknowledgement of Amendments

Each firm receiving a copy of this shall acknowledge receipt of any amendment to this Request for Qualifications by signing and returning the amendment with the completed proposal. The acknowledgment must be received by the City of National City at the time and place specified for receipt of qualifications.

4.3 Right to Cancel

The City reserves the right to withdraw or cancel, for any or no reason, at any time, in part or in its entirety, this RFQ, including but not limited to: selection schedule, submittal date, and submittal requirements.

4.4 Variations in Scope of Work

The City may materially change the scope of services by way of amendment to this RFQ, signed by the City Clerk. The City may waive the written requirement for a variation in the scope of services if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

4.6 Applicable Laws

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation related to the contract or this RFQ shall be brought in the State of California, with a venue of the San Diego Superior Courts. The firm awarded the contract shall comply with all applicable Federal, State, and local laws and regulations.

4.7 Public Information

All documents received by the City are considered public records and will be made available after the RFQ selection for public inspection and copying upon request.

4.8 Compensation

The respondent agrees, if selected, that compensation shall be governed by the terms set forth and agreed to in the Legal Services Agreement.

4.9 Independent Contractor Status

The respondent agrees, if selected, that he or she shall perform the services as independent contractor(s) and not employee(s) of the City. The City shall not be considered the employer of respondent. The respondent understands, if selected, the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits.

4.10 Indemnification

The respondent agrees, if selected, to indemnify and hold harmless the City and all its officers and employees from any and all liability, claims, costs, including reasonable attorney's fees, demands, damages, expenses, and causes of action as outlined in the contract.

4.11 Examination of Solicitation

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with

work required in the solicitation and is capable of performing quality work and to achieve the objectives of the City.

5.0 APPENDICES

Appendix A – Sample Agreement

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
[FULL LEGAL COMPANY NAME]**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and _____, a law corporation (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to assist in representing the CITY in connection with litigation and government claims issues, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on _____ and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: consultation with the City Attorney and Risk Management on Government Claims, defense of the City on litigated matters, advice and counsel to the City Council, and communications with City staff as per the Proposal Letter attached as Exhibit A (“LEGAL SERVICES”). In addition, the City may increase the scope of work with the FIRM’s agreement, and such additional work will be confirmed via a letter that shall bring such work within the scope of this agreement. It is expected that the FIRM will work with the City Attorney and CITY staff.

Article 4. Compensation. Compensation paid under this Agreement shall be as set forth in the Proposal Letter attached as Exhibit A.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY’S approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed _____ for LEGAL SERVICES and out-of-pocket

disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference (“telephone call re: trial brief,” “interview in preparation for deposition”).

(e) The biller’s professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY’S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY’S representative may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or

the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

Article 5. Independent Contractor. The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 6. Confidentiality of Work. All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

Article 7. Compliance with Controlling Law. The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 8. Acceptability of Work. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance or the compensation payable to the FIRM.

Article 9. Indemnification. The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

Article 10. Insurance. The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to the “location”. The “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

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

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

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the FIRM does not keep all insurance policies required by this Article 10 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 10, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Article 11. Drug Free Work Place. The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 12. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

Article 13. Notification of Change in Form. The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an

individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

Article 14. Notices. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

cc: Executive Assistant to the City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

and to: [Insert Email Address]
[Insert Email Address]

Notice to the FIRM shall be addressed to:

[insert Firm information here]

Nothing contained in this agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Article 15. Administrative Provisions.

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

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

C. *Headings.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this

Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

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

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

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

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2022.

CITY OF NATIONAL CITY

[insert name of firm]

(Corporation – signatures of two corporate officers)

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
[insert name and title]

APPROVED AS TO FORM:

By: _____
(Name)

Charles E. Bell Jr., City Attorney

(Print Name)

(Title)

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
MEYERS NAVE PLC**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made as of the 21st day of June, 2022 between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and MEYERS NAVE PLC, (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to serve as Legal Counsel on as-needed, general legal services regarding labor and employment law matters, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on the date fully executed and continue until June 21, 2027. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: as-needed, general legal services regarding labor and employment law matters as per the Proposal attached as Exhibit A, and communications with City staff (“LEGAL SERVICES”).

Article 4. Compensation. Compensation paid under this Agreement shall be as set forth in Exhibit B.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY’s approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed \$50,000.00 for LEGAL SERVICES and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to Charles E. Bell, Jr., City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference (“telephone call re: trial brief,” “interview in preparation for deposition”).

(e) The biller’s professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY’S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

Article 5. Independent Contractor. The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services.

Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 6. Confidentiality of Work. All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

Article 7. Compliance with Controlling Law. The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 8. Acceptability of Work. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance or the compensation payable to the FIRM.

Article 9. Indemnification. The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

Article 10. Insurance. The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned,

and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to the “location”. The “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

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

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

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the

CITY'S Risk Manager. If the FIRM does not keep all insurance policies required by this Article 10 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 10, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Article 11. Drug Free Work Place. The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 12. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

Article 13. Notification of Change in Form. The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

Article 14. Notices. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Attorney
City of National City

1243 National City Boulevard
National City, CA 91950-4397

cc: Executive Assistant to the City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

and to: attorney@nationalcityca.gov
leahm@nationalcityca.gov

Notice to the FIRM shall be addressed to:

Janice P. Brown
600 B Street, Suite 1650
San Diego, California 92101
tel (619) 330-1700
fax (619) 330-1701
jbrown@meyersnave.com

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Article 15. Administrative Provisions.

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

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

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

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

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged

in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

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

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

By: _____
Brad Raulston, City Manager

APPROVED AS TO FORM:

By: _____
Charles E. Bell Jr.
City Attorney

MEYERS NAVE PLC

(Corporation – signatures of two corporate officers)

By: Camille Hamilton-Pating, Esq.
Camille Hamilton-Pating
Title: Sr. Principal

By: Janice P. Brown, Esq.
Janice P. Brown
Title: Sr. Principal

EXHIBIT A

City of National City

EMPLOYMENT AND LABOR LEGAL SERVICES



Janice P. Brown, Senior Principal
Labor & Employment Law Practice

600 B Street, Suite 1650

San Diego, CA 92101

Phone: (619) 330-1703

Fax: (619) 330-1701

Email: jbrown@meyersnave.com

www.meyersnave.com

MAY 5, 2022

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Cover Letter



City Attorney
City of National City
1234 National City Blvd.
National City, CA 91950
(619) 336-4220
attorney@nationalcityca.gov

Re: Response To RFQ for Employment and Labor Legal Services

On behalf of Meyers Nave, I am pleased to submit the enclosed proposal to provide the City of National City ("National City") with Employment and Labor Legal Services.

I will serve as the contact person for this introduction. As a Senior Principal of Meyers Nave I am authorized to bind the firm and attest that all information in response to this RFP is true and correct. My contact information is as follows:

Janice P. Brown, Principal
Meyers Nave
600 B Street, Suite 1650
San Diego, CA 92101
Tel: (619) 330-1703
Email: jbrown@meyersnave.com

Meyers Nave proposes that Senior Associate David Middleton, will serve as lead for the scope of work proposed, with assistance from Senior Associate Alicia M. Morrell, Associate Angelica Pe Benito, Senior Principal Camille Hamilton Pating, Of Counsel Jesse Lad, and me. Our team advises numerous other Cities, Counties, Municipalities and Special Districts and are extremely knowledgeable in Employment and Labor Law issues as they specifically relate to public agencies in California.

Meyers Nave currently serves as outside legal counsel for National City advising on the implementation of the City's commercial cannabis program, among other matters. Our familiarity with National City, and the City Attorney's office, make us uniquely qualified to seamlessly transition into this role.

Thank you for the opportunity to respond to your request for qualifications. We look forward to hearing from you.

Sincerely,



Janice P. Brown
Senior Principal, Labor & Employment Law Practice

Statement of Understanding and Proposed Methodology

Labor and Employment General Overview

Meyers Nave is a leading multidisciplinary law firm in California, serving municipalities and other local public agencies since 1986. Our recognized attorneys assist hundreds of public entities around the state, including more than 15 cities in Northern California where we serve as the City Attorney. Our labor and employment lawyers also represent a substantial part of our General Counsel role for more than 30 special districts with human resource needs.

In addition, our Labor and Employment Practice Group offers assistance for more specialized needs, including workplace investigations, labor negotiations, and hearings before the California Public Employment Relations Board (PERB). We provide trainings in the full spectrum of labor and employment law, including to governing boards, key management personnel, or all employees, depending on the public agency's needs. Our services include litigation and appeals, administrative hearings and appeals, labor relations, personnel investigations, audits of policies and programs, general advice and training.

We also have extensive familiarity with the challenges presented by for-cause unionized employment environments and serve as lead labor negotiators to several public entities. We have comprehensive experience with unionized workforces, including public safety and large numbers of associations/unions, the due process requirements that cities face in workplace actions, and the best practices utilized around the state. Locally, we have provided labor and employment services for numerous districts and agencies in Southern California specifically.

Our approach advises our clients on the potential impacts of federal and state prevailing wage statutes and regulations, notably the Davis-Bacon Act and the California Labor Code, related to proposed transactions and public projects, including public-private partnerships. Our attorneys advise staff on prevailing wage compliance and procedures, and have experience related to enforcement hearings before the Department of Industrial Relations.

Furthermore, our attorneys routinely consult with administrators about personnel-related issues including nepotism, outside employment and employee involvement in political activity. We advise key staff on handling employee discipline, termination, resignation and implementing employment contracts as well as cases involving alleged wrongful termination, whistleblowing, discrimination and harassment issues.

We address on the next two pages the specific areas in the Scope of Services sought by National City.

Personnel and Labor Advice

Our employment attorneys provide day-to-day counseling, draft and review employee handbooks, conduct internal training programs, handle workplace investigations, administrative claims, grievances, unfair labor practices and employee relations issues, mediation, arbitration, and litigation in state and federal courts. Depending on the agencies' needs, we sometimes provide only occasional on-call advice as needed.

For many others, we are regularly consulted, including handling larger or on-going accommodation, grievance, discipline, EEOC or other services. We also regularly prepare layoff notices and severance agreements, review and revise policies, advise on the details when employees will be out for medical reasons, prepare responses to unfair labor practices and California Department of Fair Employment and Housing (DFEH) complaints and help settle potential litigation. We guide numerous clients in developing and revising department and agency-wide personnel rules and policies.

Labor and Employment Law Litigation

We provide sophisticated, operations-focused advice on complex issues such as employee classification, discipline and terminations, leaves of absence, workplace culture, social media, disability issues, employee privacy and free speech rights, whistleblower laws, and management of internal and external complaints. Our attorneys are experts in drafting and revising personnel policies, employee handbooks, and employment contracts, as well as conducting audits covering the entire organization or focusing on specific subjects such as hiring practices or workplace safety. When litigation is unavoidable, we have experience defending employers in single- and multi-plaintiff lawsuits involving wage-and-hour issues, wrongful termination, sexual harassment, racial discrimination, disability accommodation, retaliation, defamation, medical leave, and trade secret misappropriation, among others.

Labor Negotiations/Bargaining Units

Our labor lawyers serve as lead negotiator and labor counsel for employers that are involved with labor organizations representing every type of employee—rank and file, management, confidential, professional, and police and fire. We have negotiated hundreds of labor contracts for small, medium, and large employers, including during challenging financial times and during the COVID-19 pandemic. We handle collective bargaining, concession and interest-based bargaining, meet and confer, discipline, grievances, unfair labor practice charges, fact-finding proceedings, interest arbitrations and administrative hearings. Our experience includes preparation and strategy, serving as chief spokesperson at the table, advising on impasse procedures, and briefing management. We also draft and meet with unions on Employer-Employee Relations Rules governing unit and representation processes. A key strength of our negotiations practice is our experience litigating and arbitrating the same issues negotiated at the bargaining table.

Workplace Investigations

We have had a specialty Workplace Investigations group for more than 10 years, and we have conducted over 250 high-profile investigations on virtually every type of current and emerging workplace misconduct allegation, including ethics violations, hostile work environment, harassment, discrimination, bullying, retaliation, implicit bias, substance abuse and fraud, waste and abuse. We also advise on and supervise internal employer investigations to assure compliance with state and federal laws. Meyers Nave specializes in investigations that involve the leadership ranks of an organization—elected officials, board members, executive officers and management team members, department managers, and key personnel including police and fire chiefs, university faculty, school administrators and chief executive officers. As attorneys who also represent clients in employment litigation, we know how to conduct independent investigations and prepare reports that will withstand scrutiny and credibly serve in a courtroom, arbitration or public domain.

Training

The #MeToo movement revealed that traditional workplace misconduct training that focused on technical legal compliance did not have the intended effect of preventing or stopping inappropriate workplace behaviors. Meyers Nave has created new training programs that enhance workplace culture, incorporate a practical approach and reflect modern workplace scenarios and issues. Our programs provide employees with the awareness, knowledge and tools needed to thrive in today's complex workplace, including Political Speech on Work Platforms, Harassment and Bullying Prevention, Recognizing and Minimizing Implicit Bias, How to Have Inclusive Conversations about Difficult Issues, Protecting Due Process of the Accused while Investigating Allegations, Promoting a Respectful Workplace, and Bystander Intervention Training. Our anti-harassment training meets all mandatory requirements for employers under AB 1825, AB 1661 and SB 1343, and is available via video conference.

Project-Related Experience

Representative Experience – Labor Negotiations/Bargaining Units

City of Walnut Creek

In our role as Chief Labor and Employment Counsel for the City, Meyers Nave has worked on a range of complex matters, including employee misconduct and leave issues, as well as multiple alleged incidents of misconduct against minors that triggered mandatory reporting obligations under the Child Abuse and Reporting Act.

Bay Area Air Quality Management District

A Meyers Nave team completed a comprehensive human resources audit for the Bay Area Air Quality Management District. As part of that audit, we reviewed its MOUs and related rules and policies to identify potential legal problems and then advised the human resources department on revising the documents to adhere to best practices.

City of Modesto

For more than five years, Meyers Nave has served as City Attorney for Modesto, a community of more than 200,000 residents. Of Counsel, Jesse Lad serves as the Chief Labor and Employment Counsel for the City.

Contra Costa County

Meyers Nave conducted a comprehensive FLSA audit, including meeting with all unions and departments to understand specific practices and legal concerns. We also served as advisor to Contra Costa County on a long-term project to implement a new payroll system, including working with various departments to identify current FLSA practices and assisting the county controller, counsel, and human resources to assure FLSA compliance. We also represented the county in an appeal of PERB's General Counsel's administrative decision on an AFSCME charge. The decision held that AB 646 fact-finding applies to all meet and confer impasses, rather than only to impasses in MOU negotiations.

County Public Employees' Retirement Association

Meyers Nave successfully defended a County Public Employees' Retirement Association in a layoff action involving one of two attorneys in the client's legal department. After a six-day trial, an Administrative Law Judge sustained the layoff action. The plaintiff challenged the layoff action based on allegations of discrimination, that the layoff was a pretext for avoiding the civil service discipline system, and it was implemented to neutralize a possible race discrimination action by the laid off attorney. The victory was particularly difficult because the sitting President of the Board of Trustees (a District Attorney) for the client, the Human Resources manager for the client, and the former General Counsel (a District Attorney) of the client all testified against Meyers Nave's client, the employer organization.

County of San Bernardino

Meyers Nave obtained a favorable settlement on behalf of the County in an employee termination lawsuit regarding its highest paid unelected position, the County Administrative Officer. The plaintiff held the position for approximately five years and reported directly to the County's Board of Supervisors. After the Board voted to terminate the plaintiff's employment, the plaintiff claimed the County fired him because he had disclosed information that he believed revealed a violation of state or federal law to another government agency. The County asserted that the plaintiff was released as a high-level, at-will employee on a "no cause" basis pursuant to the County's procedures.

City of Napa

Meyers Nave recently served as lead negotiator in negotiations between the City and the City's firefighter unit and general employee unit which is represented by SEIU. These negotiations resulted in successor MOUs with terms favorable to the City.

City of Fremont

Meyers Nave has served as co-lead negotiator in several rounds of negotiations between the City of Fremont and police and fire units. These negotiations led to successor MOUs, including agreements on wage concessions and a second-tier retirement for new hires.

City of Galt

Our Firm successfully negotiated successor MOUs with the Operating Engineers Local 3 and the Galt Police Officers' Association. The new agreements included concessions on furloughs, reforms to health benefits, and procedural and management rights provisions desired by the city.

City and County of San Francisco

We have served as Chief Negotiator for MOU negotiations between San Francisco and the Municipal Attorneys Unit since 2001. During the recent bargaining cycle, we served as Lead Negotiator for the City and County, becoming the first negotiator to reach an agreement during the City's last round of negotiations with over twenty-five different bargaining units. We also represented San Francisco in a mediated award and agreement on a successor MOU in 2012 and again in 2014.

City of South San Francisco

Meyers Nave represented the City in a grievance brought by South San Francisco Police Association alleging that the City was violating a collective bargaining agreement by not cashing out sick leave upon separation from service. The arbitrator ruled that the City's practice was consistent with the MOU and denied the grievance.

City of Modesto: Interest-based Bargaining

When negotiations broke down during an interest-based bargaining process, Meyers Nave was brought in to assist the City and quickly negotiated a tentative agreement that resolved a pending grievance and a complicated retirement issue.

City of Morgan Hill: AFSCME Negotiations

Our Firm served as a lead negotiator in 2018 for the City of Morgan Hill, completing by year's end a new agreement that we negotiated with AFSCME Local 101. The local includes many of the City's roughly 200 full-time employees.

City of Livingston: Police Salary Decrease With Fact-Finding

Meyers Nave represented the City of Livingston in a fact-finding proceeding with both of its Police Units. Based upon the arguments and evidence presented by our Firm, the neutral recommended a five percent salary decrease for both units. We also served as the lead negotiator during labor negotiations.

City of Fremont: First Agreement With Multiple Units

Our Firm reached the first tentative agreement on behalf of the City during labor negotiations with multiple bargaining units during this most recent bargaining cycle. We have served as lead negotiator during previous bargaining cycles as well.

City and County of South San Francisco: First Agreement of Many

During the most recent bargaining cycle, our Firm served as a lead negotiator for the City and County, becoming the first negotiator to reach an agreement during the City's negotiations with over 25 different bargaining units.

City of Walnut Creek: Five-Year Contracts With Three Units, Four-Year and Two Units

Meyers Nave served as lead negotiator during the most recent bargaining cycle, and was able to reach five-year agreements with all three bargaining units that had open contracts with the City. Meyers Nave successfully met the City's needs with the completion of the negotiations.

City of Pinole: Public Employment Relations Board, Negotiations Assistance

We have advised the City and its Lead Negotiator on labor issues. This work has included drafting and reviewing proposals, representing the City in unfair labor practice claims, and briefing the City Council. Also, the City asked us at times to join its bargaining team and essentially play the role of lead negotiator to resolve both a potential MOU impasse as well as several pending PERB charges.

Menlo Park Fire District: Multi-Day Hearing for Bad Faith Bargaining Allegations

We represented the Menlo Park Fire District in a multiday hearing in front of a PERB administrative law judge. The Fire District was facing allegations of engaging in bad faith bargaining by meeting and conferring on items on a "piecemeal" basis versus as part of overall MOU negotiations. This is an issue of first impression based on a National Labor Relations Board concept that has never been adopted by PERB. We successfully represented the Menlo Park Fire District in two injunctive relief actions to prevent the district from making changes to terms and conditions of employment until the parties went into bargaining for a successor MOU.

City Representation in response to CalPERS Audit

We assisted the City of Walnut Creek in successfully appealing an adverse determination regarding pensionable compensation, and has represented numerous public agencies in response to a CalPERS state wide audit regarding the use of contract assistance from regional

government services. In addition to this, Meyers Nave recently conducted a comprehensive CalPERS audit for Alameda County Transportation Commission, including analysis of all contracting relationships and potential impacts under CalPERS law.

Representative Experience – Workplace Investigations

- Investigated allegations of financial mismanagement and misappropriation and conflict of interest by a CFO of a transit agency.
- Investigated allegations of bullying and abuse of employees at a national audio entertainment company.
- Investigated allegations against the former Mayor of Palm Springs of illegal videotaping and eavesdropping on colleagues via an intercom system.
- Investigated allegations of gender discrimination made by two female council members against the Mayor of Oroville.
- Investigated allegations of ethical violations and conflict of interest by a City Auditor.
- Investigated allegations that a COO misreported information regarding a \$200 million project to implement clean technology trains to the Board of Directors for a transit agency.
- Investigated allegations that an Auditor for a transit agency engaged in bullying of employees.
- Investigated allegations that the CEO of a Health Plan engaged in conflict of interest and ethics violations.
- Investigated allegations that the CEO of a Health Plan engaged in harassment, retaliation and discrimination.
- Investigated allegations that an elected City Assessor-Recorder engaged in sexual harassment of male and female employees.
- Investigated allegations that an elected County Assessor Recorder Registrar of Voters engaged in gender discrimination and retaliation in promotions of employees.
- Investigated allegations of sexual assault by a Manager of a Health Plan.
- Investigated allegations that an employee of a rideshare company drugged another employee with “date rape” drugs.
- Investigated allegations of Code of Conduct and other violations against executives and employees at a Health Plan.
- Investigated publicized allegations of misconduct by employees at a public library.
- Investigated numerous fraud, waste and abuse hotline allegations against a City Auditor.

- Investigated allegations of sexual harassment, race discrimination and disability discrimination by senior personnel at an international multimedia entertainment company.
- Investigated allegations of racial bullying against two African American college students at a public university (caused public protests and involved the NAACP).
- Investigated allegations of harassment and abuse by an Executive Director of a social venture and technology non-profit organization.
- Investigated election misconduct by police officers in a City of Bell government corruption scandal covered by national media.
- Internal affairs investigation for Bay Area Rapid Transit (BART) of the BART police officer-involved shooting death of passenger Oscar Grant.
- Investigated allegations of financial mismanagement, misappropriation and other misconduct by (1) the Director of Payroll at a college district, (2) School Administrators and various staff at a school district, and (3) the Chancellor, Board members, and President of a community college.
- Investigated allegations of discrimination, sexual harassment and retaliation made by senior police supervisors against the Police Chief for a large city. Completed more than 60 findings in 60 days.

Representative Experience - Labor and Employment Law Litigation

- Plaintiff sought over seven million dollars in damages against her former employer, the largest retailer in the nation. Plaintiff was emboldened to pursue her case after the Magistrate Judge granted plaintiff's discovery request for a worldwide production of the employer's records. Appealed the Magistrate Judge's order to the Presiding District Court Judge, who reversed the Magistrate Judge's order and invited defendant to file a Rule 11 motion against plaintiff. While Rule 11 and summary judgment motions were pending, plaintiff agreed to dismiss all claims with prejudice in exchange for a waiver of costs.
- Defended a large-scale retailer in home décor against a former employee who sought \$3-5 million in compensatory and punitive damages. After the discovery stage revealed that the former employee had stolen documents from her employer in the days immediately preceding her termination, the employer counter-sued the employee for breach of her contractual duty of loyalty. Successfully litigated the breach of loyalty counter-claim, earning a victory for the employer on summary judgment, with the court ruling that the allegations of breach of loyalty and confidentiality were supported by undisputed facts. Subsequently went on to aggressively defend against the harassment and retaliation claims over the course of a five-day arbitration. This defense resulted in another victory for the employer, with the arbitrator dismissing all of the employee's claims, concluding that the employee was terminated due to her combative workplace interactions with co-workers.

- Successfully obtained jury trial defense verdict on behalf of a national banking client accused of gender discrimination claim.
- Represented a transit manufacturer in a complicated age discrimination case brought by an employee who was terminated as part of a company-wide reduction in force. After an extensive and detailed analysis of the employer's actions leading up to the reduction in force, a motion for summary judgment was filed to dispose of the entire action. In the tentative ruling, the trial court denied defendants' motion for summary judgment. At oral argument, convinced the Court to reverse its tentative ruling and dismiss the entire action on summary judgment. Plaintiff appealed to the Court of Appeal which affirmed the dismissal and issued an opinion that was extremely critical of plaintiff. Plaintiff subsequently submitted a writ to the Supreme Court which was denied.
- Defended one of the largest property and casualty insurers in the nation in a month-long jury trial where the plaintiff, a former vice president, alleged whistleblower liability. Prior to commencing trial, the parties were ordered to mediation in an attempt to resolve the case. Plaintiff repeatedly demanded a mid-seven figure settlement which plaintiff immediately took "off the table" prior to jury deliberations. Although the jury returned a verdict in favor of plaintiff, the jury awarded less than five-percent of plaintiff's demand (which was less than half of what was offered in advance of trial), and no punitive or emotional distress damages were awarded. Plaintiff appealed the verdict and the matter ultimately settled pending appeal.
- Successfully obtained court order granting demurrer without leave to amend on behalf of large public university in San Diego Superior Court. A lawsuit was filed by a former employee alleging wrongful termination, discrimination, retaliation and harassment. Following the former employee's appeal of the trial court's decision, the 4th District Court of Appeal affirmed the trial court's decision and awarded defendant its costs on appeal.
- A former employee of a Fortune 500 company sued for wrongful termination after being fired for ethics violations. An extensive investigation of plaintiff's background uncovered several misrepresentations on plaintiff's employment application, as well as in other court filings initiated by the plaintiff. These issues were brought to light during plaintiff's deposition which resulted in plaintiff dismissing the entire action contingent upon an implicit agreement not to refer the matter to criminal authorities.
- Defended a Fortune 500 energy company in a putative wage and hour class action, which included an individual claim for disability discrimination and wrongful termination. Aggressive defense resulted in the class action being dismissed after taking plaintiff's deposition.
- After extensive discovery motions, and multiple mediations, resolved a hard fought case over allegations of sexual orientation discrimination by an executive at a Fortune 500 energy company. This matter presented a unique challenge since plaintiff's allegations of discriminatory actions were directed, in part, toward a high-level executive who was part of

the same protected class as plaintiff. Successfully resolved this matter at mediation using innovative and non-economic settlement tactics.

- Represented a hotel owner in two mediations with a plaintiff who refused to resolve a wage and hour dispute, neither of which proved successful. Subsequently defended the client in a three-day bench trial in San Diego Superior Court, South Bay Division. Upon conclusion of closing argument and before defense counsel even took her seat, the court immediately returned the verdict in our client's favor. The Court also granted defendant its attorneys' fees based on the plaintiff's frivolous claim.
- Represented a Fortune 50 banking institution in a wrongful termination matter. As a result of plaintiff's contentious discovery disputes and unethical discovery abuses, the trial court denied the plaintiff's request to depose the human resource representative. Defendants filed a motion for summary judgment which the court granted in full. The trial court's ruling was upheld on appeal by the Fourth District Court of Appeal. Thereafter, plaintiff filed a writ with the Supreme Court which was denied.

Project Personnel

Meyers Nave is a multidisciplinary, public agency-focused firm with a dedicated Employment and Labor Practice Group focusing on Municipal and Special District Law. Our proposed team of attorneys for the scope of work below, includes:

- Labor and Employment Law – David Middleton, Janice Brown
- Review of policies – Camille Hamilton Pating, David Middleton
- Reports and documents – Camille Hamilton Pating, Alicia Morrell
- Training and training materials for City personnel – Alicia Morrell, Angelica Pe Benito
- PERB representation – Jesse Lad, David Middleton

Full resumes detailing our proposed team's expertise and relevant work are located in **APPENDIX A**.

Insurance

Meyers Nave is well acquainted with all aspects of contractual and risk allocations and related legal limitations of California public agencies. More importantly, we obtain general and professional liability insurance for these purposes under a general umbrella policy at 10 million. The insurance provides the added benefit to public agencies for the purposes of obligations and varied experiences as they arise. We strive for excellence in multiple matters, never looking to exercise this risk but rather to assure entities like National City that we provide comfort as

general or special counsel to your most important matters. For our Certificate of Insurance, please see **APPENDIX B**.

Schedule of Rates

See attached sealed envelope per RPQ instructions (page 5, Section 2.8).

References

No one has better authority to speak about the quality of our work and delivery of our services than our clients, so we encourage you to contact our references. We understand our reputation comes highly regarded through prior work, as well as additional Meyers Nave lawyers.

Janice P. Brown

Jeff Harradine, Senior Counsel

Xerox Corporation

Phone: (585) 422-0158

Email: Jeff.Harradine@xerox.com

Catherine Iste, Chief Administrative Officer

Los Angeles Chargers

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Adrienne Navarra, SVP People and Places

Jerome's Furniture

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Email: adrienne.navarra@jeromes.com

Camille Hamilton Pating

Susan Altman, Deputy County Counsel

County of Napa

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Minh Tran, County Executive Officer

County of Napa

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Email: david.bergquist@ucr.edu

Jesse Lad

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City of Walnut Creek

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Liz Habkirk, Assistant City Manager

City of Napa

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Maria Lourdes Matthew, Attorney

East Bay Municipal Utility District

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Email: mmathew@ebmud.com

David Middleton

Christina Alger, Director of HR

City of Modesto

Phone: (209) 571-5126

Email:

Katano Kasaine, Assistant General Manager/Chief Financial Officer

Metropolitan Water District

Phone: (213) 217-6291

Email: KKasaine@mwdh2o.com

Richard Pio Roda, City Attorney

City of San Leandro

Phone: (510) 577-6098

Meyers Nave’s Public Clients for Last Three (3) Years

- Alameda County Employees’ Retirement
- Benicia Housing Authority
- Benicia Unified School District
- Camarillo Health Care District
- City and County of San Francisco
- City of Anaheim
- City of Berkeley
- City of Fremont
- City of Morgan Hill
- City of Napa
- City of National City
- City of Oroville
- City of Palm Springs
- City of Palo Alto
- City of Pleasanton
- City of Santa Clara
- City of Santa Monica
- City of Vallejo
- County of Alameda
- County of Marin Housing Authority
- County of Monterey
- County of Napa
- County of Orange
- County of San Benito
- County of San Mateo
- County of Santa Clara
- County of Tulare
- Delta Diablo
- East Bay Municipal Utility District
- East Bay Regional Park District
- L.A. Care Health Plan
- Los Angeles County Metropolitan
- Menlo Park Fire Protection District
- Merced Irrigation District
- Metrolink (Southern California Regional Transportation)
- Metropolitan Area Advisory Committee
- Peralta Community College District
- Pioneers Memorial Healthcare District
- Port of Oakland
- Sacramento Housing & Redevelopment
- San Diego Association of Governments
- San Diego City Employees’ Retirement
- San Francisco Community College
- San Ramon Valley Fire Protection
- Truckee Donner Public Utility District
- Turlock Irrigation District
- Vallejo City Unified School District
- West Valley Sanitation District

Additional Required Information

Type of Firm: A Professional Corporation

Organizational Structure of Firm: Meyers Nave has been in business for 36 years. What started as a one office firm has grown into a 5 office firm with locations in Los Angeles, Oakland, Sacramento, San Diego and Santa Rosa. The firm currently employs 129 attorneys and staff.

Ability to provide local services to the City: Meyers Nave is an agile firm. With technology, offices throughout the state and near to airports, we are able to serve our clients fast and efficiently. We have two local offices located in Southern California.

Meyers Nave’s Officers and Principals:

- | | |
|--------------------------------------|-----------------------------------|
| Brenda Aguilar-Guerrero, Principal | Steven Mattas, Principal |
| Ron Avenida, Chief Operating Officer | Douglas McManamon, Principal |
| John Bakker, Principal | David Mehretu, Principal |
| Julia Bond, Principal | Gregory Newmark, Principal |
| Janice Brown, Principal | Camille Pating, Principal |
| Eric Casher, Principal | Richard Pio Roda, Principal |
| Timothy Cremin, Principal | Jennifer Riggs, Principal |
| Shaye Diveley, Principal | Jose Sanchez, Principal |
| Eric Firstman, Principal | David Skinner, Managing Principal |
| Deborah Fox, Principal | Shiraz Tangri, Principal |
| Kristopher Kokotaylo, Principal | Sky Woodruff, Principal |
| Amrit Kulkarni, Principal | Arlene Yang, Principal |
| Adam Lindgren, Principal | |

Our Firm’s Philosophy, Customer Service and Quality Assurance

We recognize that the key to providing effective legal counsel services is to proactively anticipate the needs of our clients and to effectively juggle varied tasks with overlapping deadlines, including those that require a short turnaround. I will work with staff to ensure a clear, mutual understanding of work-product expectations and deadlines. David, Camille, Jesse, Angelica and Alicia will continue to be actively engaged and hands-on with all matters. This enables us to provide the oversight and continuity that ensure quality service while keeping costs reasonable for the client. David will be responsible for ensuring that National City’s legal needs are being met in a timely, cost-effective and productive manner. To this end, he and I will carefully review the workload and allocate our resources as appropriate, confirming with National City. To that end, we suggest an attorney work structure that is both lean and efficiently structured in a manner, but remain open to arrangements that National City may prefer.

Given our special focus representing public entities, we also recognize that there are many unique factors—budgetary priorities, competing community interests and political sensitivities—that must be considered before any strategy is put into action. To this end, we will assess every situation and create a proposed strategy that supports the National City’s priorities.

In order to establish and develop a working relationship with National City, we would meet with the City Attorney and City Manager to discuss the priorities, concerns, and expectations for the attorney-client relationship. Once we commence work on the scope of services proposed, we

will work closely with the City Attorney as desired to ensure communication is direct, timely and maintains the highest professional standards. Our proposed team strives to return every phone call or e-mail within a few hours of receiving the contact. All phone calls and emails are returned in a maximum of 24 hours. Internally, we utilize several systems to ensure that this level of availability is possible. Our firm uses up-to-date technology to ensure that clients' needs are met in a prompt fashion. We use laptops, e-mail, and mobile phones to ensure communication even when away from the office.

We will be available for frequent and regular meetings. In addition, we will ensure that we are easily accessible via various methods of technology, including email and video/phone conferences. The firm's statewide offices are also set up for video conferencing, which can be a cost-effective way to conduct short or urgent meetings between the attorneys and the City.

We also offer a strong pool of paralegals who work side-by-side with our attorneys. Some of their tasks include case planning, development and management, legal research from library sources and/or Westlaw, interviewing clients, fact gathering and retrieving information, drafting and analyzing legal documents, collecting, compiling and utilizing technical information, and providing computer-assisted litigation support. Legal administrative assistants/secretaries support our attorneys. They all have experience in public law, with many possessing a specialized background in public Employment and Labor Law. In addition, the firm employs human resources, accounting, marketing, docketing, conflicts, records, information technology and facilities staff.

Education on Best Practices, Trends, and Communicating Legislative Updates

On-site and virtual client training is another way our attorneys share best practices, help clients reduce liability and risk of litigation, and provide important updates on laws and regulations that affect our clients' daily operations and strategic planning. In addition to on-site and virtual client training, Meyers Nave provides an extensive range of webinars throughout the year to provide our clients and colleagues with legal updates. Our attorneys also regularly present at conferences and webinars for the League of California Cities and the International Municipal Lawyers Association.

Labor and Employment Trainings

Meyers Nave has created innovative and top-rated new training programs that enhance workplace culture, incorporate a practical approach and reflect modern workplace scenarios and issues.

We provide training tailored to each specific employer on a wide range of workplace issues, including:

- Political Speech on Work Platforms: Policies, Enforcement/Discipline and Litigation
- Harassment and Bullying Prevention
- Recognizing and Minimizing Implicit Bias

- How to Have Inclusive Conversations about Difficult Issues
- Protecting Due Process of the Accused while Investigating Allegations
- Promoting a Respectful Workplace
- Bystander Intervention Training
- Managing Leaves of Absence
- Board of Directors' Responsibilities in Responding to Staff Complaints
- Discipline that Stands Up at Arbitration and in Court
- EEO and Wage-and-Hour Basics for Managers

AB 1661, AB 1825, AB 2053, SB 1343 – Harassment and Abusive Conduct Prevention Training

Meyers Nave offers training that complies with the requirements of AB 1825, AB 2053, AB 1661 and SB 1343, and is available via video conference. The training program also covers (1) hostile work environment harassment, (2) the impacts of #MeToo and #TimesUp and (3) social media interactions and reporting.

- Under AB 1825, California employers with 50 or more employees are required to provide two hours of sexual harassment training and education to all supervisory employees within the first six months of the employee's assumption of a supervisory role. Covered employers must provide ongoing sexual harassment prevention training every two years. The training must include (1) information and practical guidance regarding the federal and state statutory provisions concerning the prohibition, prevention, correction and remedying of sexual harassment in employment and (2) practical examples aimed at instructing supervisors in the prevention of harassment, discrimination and retaliation. AB 2053 mandates that covered employers add "abusive conduct" (anti-bullying) training to their sexual harassment training curriculum.
- Under AB 1661, local agency legislative body members and any elected local agency officials who receive any kind of compensation, salary, or stipend in the performance of their duties are required to receive sexual harassment prevention and education training. A local agency may also require other employees to receive the training. Local agency officials and employees who are required to receive this training must receive at least two hours of sexual harassment prevention training and education within the first six months of taking office or commencing employment, and every two years thereafter. The training must include (1) information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment and the remedies available to the victims of such harassment in the employment context and (2) practical examples aimed at instructing the official or employee in the prevention of sexual harassment, discrimination and retaliation.

Our Firm's Commitment to Diversity

Meyers Nave supports diversity and inclusion throughout our offices, in the legal profession, and in our communities. The individuality of our attorneys and staff – and their collective

experiences, perspectives and backgrounds – helps us provide clients with the most effective and creative legal services. Diversity and inclusion are fundamental principles that are woven into the fabric of our firm. Women and minority attorneys currently make up 65% of Meyers Nave lawyers and 11 of the firm’s practice groups are led by women and minority attorneys. During 2015-2022, Meyers Nave elevated nine attorneys to Principal and seven are women and minorities. Two were also elected to chair practice groups at Meyers Nave.

Diversity Support

Meyers Nave is involved in numerous regional and national minority bar associations and other diversity oriented organizations, including the Minority Corporate Counsel Association, California Women Lawyers, Sacramento Lawyers for the Equality of Gays and Lesbians, Charles Houston Bar Association, California Minority Counsel Program, Filipino Bar Association of Northern California, Greater Los Angeles African American Chamber of Commerce, Lawyers Club of San Diego, Asian American Bar Association of the Greater Bay Area, LGBT Bar Association of Los Angeles, National Asian Pacific American Bar Association, South Asian Bar Association of Southern California, and the Association of Women in Water, Energy and Environment, among many others. Meyers Nave proudly sponsors a broad range of activities with diverse bar associations—such as the Earl B. Gilliam Bar Foundation and Charles Houston Bar Association, law student organizations, alumni associations, youth groups, and clients — wherever we can make an impact.

Diversity Committee

Meyers Nave’s Diversity Committee develops initiatives, programs and events to promote diversity and inclusion inside and outside the firm. The Committee coordinates mentorship activities, affinity groups, staff inclusion activities, and involvement in community organizations that foster diversity and inclusion, including regional and national minority bar associations. The Diversity Committee includes Executive Committee members, the Chief Operating Officer, Practice Group Chairs and attorneys at all levels.

Diversity Fellowship Program

In 2016, Meyers Nave launched a Diversity Fellowship Program designed to promote diversity within our firm and the legal profession by providing opportunities for diverse attorneys at the law school level. Our program has already helped advance the careers of six law students (four of whom are women). In 2020, we hired one of our Fellows as an Associate, and this year we welcome one more Fellow as an Associate. The Program includes: (1) a paid, full-time, 10-week Fellow position at Meyers Nave during the summer after the first and second years of law school; (2) annual tuition assistance of up to \$10,000 for the second and third years, upon completion of the Fellow program; (3) mentoring during law school from Meyers Nave attorneys focusing on academic work and the practice and business of law; and (4) a potential Associate attorney position at Meyers Nave after law school.

Appendix A – Project Personnel Resumes



Janice P. Brown
Principal

600 B Street, Suite 1650
San Diego, California 92101

Tel: 619.330.1703
Fax: 619.330.1701
jbrown@meyersnave.com

Practice Groups

Labor and Employment
Workplace Investigations
Trial and Litigation

California Bar Number
114433

Court Admissions

U.S. District Courts - Southern District of California, Central District of California, Northern District of California, and Eastern District of California

Education

Gonzaga University School of Law, JD, 1983
(earned degree in two years)

University of Montana, BA, Journalism,
1981, honors graduate

Practicing Since: 1984

Janice Brown is a Principal in Meyers Nave’s Labor and Employment Practice, and Workplace Investigations Practice. She has more than 35 years of trial, arbitration and appellate experience in state and federal courts. Janice’s distinguished career began in the U.S. Justice Department where she quickly demonstrated outstanding legal expertise that earned her membership in the Honors Program and the “Outstanding Trial Attorney” and “Trial Lawyer of the Year” awards in under three years.

Janice is recognized as a pioneer in the legal profession as the founder and Chief Strategy Officer of Brown Law Group, a woman- and minority-owned employment and business litigation firm in San Diego that served local corporations and Fortune 50 companies headquartered throughout the U.S. for over 20 years. She is a trusted advisor to clients, an inspirational mentor to colleagues and an influential leader in advancing diversity throughout the legal profession. For example, *San Diego SuperLawyers* magazine published an article about Janice titled “[Chief Executive Optimist](#): Janice Brown took an uncommon approach to the law and built an uncommon firm.” Janice is also a speaker and consultant for Diversity, Equity, and Inclusions issues.

Employment Law and Litigation: Janice provides employers with a comprehensive range of employment law advice and counseling, training, internal investigations, and administrative hearings and litigation. She is an expert in drafting and revising personnel policies, employee handbooks, and employment and severance agreements, as well as providing advice on complex issues such as employee classification, discipline and terminations, leaves of absence, disability issues, employee privacy, and whistleblower laws. She also advises on HR assessments and compliance audits.

Janice advises on the myriad of laws and regulations that impose a significant compliance burden on employers. She also helps clients understand the extensive number of state,

federal, and administrative agency decisions that construe ever-changing and increasingly complex employment laws.

Janice's approach to employment litigation focuses on understanding that legal disputes between employers and employees can be highly charged, intensely personal, and problematic when made public. Employment disputes can also impact a client's general employer-employee relationship.

When litigation is unavoidable, Janice defends employers in single- and multi-plaintiff lawsuits involving allegations of wage-and-hour violations, wrongful termination, sexual harassment, racial discrimination, age discrimination, sexual orientation discrimination, medical leave, disability accommodation, defamation, pregnancy, and retaliation, among others. Janice also has a unique specialty handling Private Attorneys General Act lawsuits which are similar to qui tam cases involving different processes, penalties and damages than traditional employment suits.

Business Litigation: Janice serves as a strategic partner with clients that are involved in commercial litigation as defendants or plaintiffs. She studies and understands each client's business and develops litigation strategies that are legally efficient, cost effective and practical. Her goal is to minimize the distraction and disruption that litigation can cause at all levels of the daily operation of a client's business.

Janice's commercial litigation clients include local businesses and national corporations in the economic sectors of insurance, financial services, telecommunications, retail, professional sports, food and beverage, manufacturing, transportation, construction, real estate and entertainment. For these clients, she has handled an extensive scope of litigation, including breach of fiduciary duty, corporate governance, shareholder derivative actions, trade secret misappropriation, trademark infringement, fraud and breach of contract, business disparagement and defamation, partnership or corporation creation and dissolution, unfair competition, and tortious interference with a contract or prospective business relations.

Janice is well known for her legal expertise as well as her commitment to local community service. She has been featured on the local San Diego affiliates of CBS, Fox, ABC and NBC for her insights on topics such as sexual harassment and wrongful termination. Janice also is a frequent speaker on economic development and personal and business success.

Honors and Awards

- "Top 50 Black Leaders of Influence," *San Diego Business Journal*, February 25, 2022
- "San Diego Super Lawyers" list in the categories of Employment Litigation: Defense, Employment & Labor: Employer, and Business Litigation. Thomson Reuters' *Super Lawyers*® magazine, 2007-2022
- "Top 25 Women San Diego Super Lawyers," Thomson Reuters' *Super Lawyers*® magazine, 2017, 2018, 2022
- "Top 100 Lawyers," *Daily Journal*, 2021

- “Women of Influence: 50 Over 50 2021,” *San Diego Business Journal*, August 9, 2021
- “The San Diego 500: Influential Business Leaders,” *San Diego Business Journal*, December 5, 2020
- “Woman of Color Excellence Award,” Lawyers Club of San Diego, 2019
- Diversity & Equity Award, Urban League of San Diego, 2018
- Women in Leadership Award, Central San Diego Black Chamber of Commerce, 2017
- Lifetime Laureate, Junior Achievement San Diego Business Hall of Fame, 2017
- Corporate & Business Diversity Award, City of San Diego Human Relations Commission, 2016
- The National Black Lawyers Top 100, 2015
- Diversity Leader Hall of Fame, California Minority Council Program, 2014
- Small Business of the Year, Central San Diego Black Chamber of Commerce, 2013
- Award For Outstanding Diversity, San Diego County Bar Association, 2003
- Award of Lifetime Membership, Earl B. Gilliam Bar Association, 2010
- Distinguished Alumni Merit Award, Gonzaga University, 2010
- Distinguished Service Award, Earl B. Gilliam Bar Association, 2010
- 42nd Annual Community Service Award Honoree, National Council of Negro Women, 2008
- 50 People to Watch, *San Diego Magazine*, 2007
- “10 Coolest Women,” Girl Scouts San Diego-Imperial Council, 2007
- “Top 25 Attorneys - Employment,” *San Diego Daily Transcript*, 2005
- Annual Bernard E. Witkin, Esq. Award, 2003
- Certificate of Silver Lifetime Membership, NAACP, 2002
- San Diego Women Who Mean Business, *San Diego Business Journal*, 1998
- 93-94 President's Award, Earl B. Gilliam Bar Association, 1996
- The Loren Miller Lawyer of the Year Award, California Association of Black Lawyers, 1995
- 89-90 President’s Award, Earl B. Gilliam Bar Association, 1990
- Outstanding Trial Attorney, U.S. Department of Justice – Tax Division, 1987
- Trial Lawyer of the Year, U.S. Department of Justice, 1987

Professional Affiliations

- Member, State Bar of California
- Member, California Women Lawyers
- Executive Committee Member and Immediate Past Chair of the Board of Directors, San Diego Regional Economic Development Corporation
- Past Board Member, National Association of Minority and Women Owned Law Firms
- Past Board Member, Minority Corporate Counsel Association
- Member, Lawyers Club of San Diego
- Member, National Bar Association
- Member, National Employment Law Council
- Lifetime Member, NAACP
- Past President, Earl B. Gilliam Bar Association
- Past Vice President, San Diego County Bar Association
- Member, Senator Padilla's Federal Judicial Evaluation Committee
- Board of Directors, ABA Retirement Funds
- Past Board Member (TIPS), American Bar Association
- Member, UC San Diego Rady School of Management ASCEND Executive Women's Forum

Presentations and Publications

- Interview, "Historic Supreme Court Nomination," NBC San Diego News 7, February 28, 2022
- Interview, "Legal Pioneer, Attorney Janice Brown, Woman-Minority Owned Employment and Business Litigation Firm," KUSI News San Diego, February 7, 2022
- Author, "Arbitration Agreement Adjustments On The Horizon," Meyers Nave Client Alert, December 29, 2021
- Presenter, "Moving Diversity, Equity & Inclusion Programs Forward: An Employer's Road Map," California Public Employers Labor Relations Association Annual Training Conference, November 17, 2021
- Author, "Another Benefit of Arbitration Agreements," Meyers Nave Client Alert, September 3, 2021
- Quoted, "Delta Air Lines Plans Surcharge on Unvaccinated Workers, but No Mandate," *Daily Journal*, August 26, 2021

- Author, COVID-19 Vaccine Mandates, Meyers Nave Client Alert, July 26, 2021
- Presenter, “City Attorney Practicum: COVID-19 Return to Work – Navigating the New Landscape,” League of California Cities, June 9, 2021
- Presenter, “Lawyering in the Time of COVID: A Survival Guide for Women Attorneys and Attorneys of Color,” Association of Business Trial Lawyers of San Diego, April 29, 2021
- Presenter, “COVID-19 & Return to Work,” Elevating Black Excellence Regional Summit Series, Black In-House Counsel Network, April 27, 2021
- Quote, “LA School Employees Say They’re Being Forced to Get COVID Vaccine,” *Daily Journal*, March 22, 2021
- Presenter, “COVID-19 Return to Work Issues: How to Navigate the Changing Landscape for Your Return to Work Plan,” HR West Virtual Conference, March 17, 2021
- Presenter, “Tools for Becoming Tougher,” Ms. JD’s Annual Conference, March 11, 2021
- Presenter, “Building a Plan for Social Equity,” Central San Diego Black Chamber of Commerce in association with *The San Diego Union Tribune*, February 24, 2021
- Presenter, “Where Business, Law and Tech Intersect,” Central San Diego Black Chamber of Commerce, February 12, 2021
- Presenter, “COVID-19 Vaccination Policies: Options, Issues and Considerations for Employers,” Meyers Nave webinar, February 3, 2021
- Presenter, “COVID-19 Vaccinations: What California Employers Need To Know,” Meyers Nave webinar, February 3, 2021
- Feature Article Profile, “Encouragement Changes Lives: Celebrating Black Entrepreneurship,” *San Diego Business Journal*, February 1, 2021
- Author, “Mandatory vs. Voluntary COVID-19 Vaccination Policies: What California Employers Need To Know,” Meyers Nave Client Alert, January 15, 2021
- Presenter, “City Attorneys – Leaders During the Crossroads,” City Attorneys Association of San Diego County, October 22, 2020
- Presenter, “Diversity and Inclusion: Theory Meets Reality,” Knoxville Bar Association, Knoxville, TN, October 3, 2019
- Presenter, “So You Want to be a Lawyer?” Gonzaga Law School, Spokane, WA, March, 31, 2019
- Presenter, International Women’s Day Celebration, Becton Dickinson, San Diego, CA, March, 7, 2019
- Presenter, “Women’s Inclusion Boss Series,” Takeda, San Diego, CA, January, 30, 2019
- Presenter, “Annual Employment Law Update,” Brown Law Group, San Diego, CA, January 24, 2019

- Presenter, “Priorities: The Responsibility of Leadership,” Tennessee Bar Association Leadership Law Academy, Nashville, TN, January, 5, 2019
- Presenter, “Building Your Network,” San Diego County Bar Association, San Diego, CA, December, 6, 2018
- Presenter, “To Thine Own Self Be True,” Celebrating Women Event, *San Diego Magazine*, San Diego, CA, September, 25, 2018
- Feature Article, “[Beyond Law](#),” *The Gonzaga Lawyer*, Gonzaga Law School, Spokane, WA, September 28, 2016
- Feature Article, “[Chief Executive Optimist](#): Janice Brown took an uncommon approach to the law and built an uncommon firm,” *San Diego SuperLawyers* magazine, 2008

Representative Experience

Employment Litigation

- Plaintiff sought over seven million dollars in damages against her former employer, the largest retailer in the nation. Plaintiff was emboldened to pursue her case after the Magistrate Judge granted plaintiff’s discovery request for a worldwide production of the employer’s records. Appealed the Magistrate Judge’s order to the Presiding District Court Judge, who reversed the Magistrate Judge’s order and invited defendant to file a Rule 11 motion against plaintiff. While Rule 11 and summary judgment motions were pending, plaintiff agreed to dismiss all claims with prejudice in exchange for a waiver of costs.
- Defended a large-scale retailer in home décor against a former employee who sought \$3-\$5 million in compensatory and punitive damages. After the discovery stage revealed that the former employee had stolen documents from her employer in the days immediately preceding her termination, the employer counter-sued the employee for breach of her contractual duty of loyalty. Successfully litigated the breach of loyalty counter-claim, earning a victory for the employer on summary judgment, with the court ruling that the allegations of breach of loyalty and confidentiality were supported by undisputed facts. Subsequently went on to aggressively defend against the harassment and retaliation claims over the course of a five-day arbitration. This defense resulted in another victory for the employer, with the arbitrator dismissing all of the employee’s claims, concluding that the employee was terminated due to her combative workplace interactions with co-workers.
- Successfully obtained jury trial defense verdict on behalf of a national banking client accused of gender discrimination claim.
- Represented a transit manufacturer in a complicated age discrimination case brought by an employee who was terminated as part of a company-wide reduction in force. After an extensive and detailed analysis of the employer’s actions leading up to the reduction in force, a motion for summary judgment was filed to dispose of the entire action. In the tentative ruling, the trial court denied defendants’ motion for summary judgment. At oral argument, convinced the Court to reverse its tentative ruling and dismiss the entire action on summary judgment. Plaintiff appealed to the Court of Appeal which affirmed the dismissal and issued

an opinion that was extremely critical of plaintiff. Plaintiff subsequently submitted a writ to the Supreme Court which was denied.

- Defended one of the largest property and casualty insurers in the nation in a month-long jury trial where the plaintiff, a former vice president, alleged whistleblower liability. Prior to commencing trial, the parties were ordered to mediation in an attempt to resolve the case. Plaintiff repeatedly demanded a mid-seven figure settlement which plaintiff immediately took “off the table” prior to jury deliberations. Although the jury returned a verdict in favor of plaintiff, the jury awarded less than five-percent of plaintiff’s demand (which was less than half of what was offered in advance of trial), and no punitive or emotional distress damages were awarded. Plaintiff appealed the verdict and the matter ultimately settled pending appeal.
- Successfully obtained court order granting demurrer without leave to amend on behalf of large public university in San Diego Superior Court. A lawsuit was filed by a former employee alleging wrongful termination, discrimination, retaliation and harassment. Following the former employee’s appeal of the trial court’s decision, the 4th District Court of Appeal affirmed the trial court’s decision and awarded defendant its costs on appeal.
- A former employee of a Fortune 50 company sued for wrongful termination after being fired for ethics violations. An extensive investigation of plaintiff’s background uncovered several misrepresentations on plaintiff’s employment application, as well as in other court filings initiated by the plaintiff. These issues were brought to light during plaintiff’s deposition which resulted in plaintiff dismissing the entire action contingent upon an implicit agreement not to refer the matter to criminal authorities.
- Defended a Fortune 500 energy company in a putative wage and hour class action, which included an individual claim for disability discrimination and wrongful termination. Aggressive defense resulted in the class action being dismissed after taking plaintiff’s deposition.
- After extensive discovery motions, and multiple mediations, resolved a hard fought case over allegations of sexual orientation discrimination by an executive at a Fortune 500 energy company. This matter presented a unique challenge since plaintiff’s allegations of discriminatory actions were directed, in part, toward a high-level executive who was part of the same protected class as plaintiff. Successfully resolved this matter at mediation using innovative and non-economic settlement tactics.
- Represented a hotel owner in two mediations with a plaintiff who refused to resolve a wage and hour dispute, neither of which proved successful. Subsequently defended the client in a three-day bench trial in San Diego Superior Court, South Bay Division. Upon conclusion of closing argument and before defense counsel even took her seat, the court immediately returned the verdict in our client’s favor. The Court also granted defendant its attorneys’ fees based on the plaintiff’s frivolous claim.
- Represented a Fortune 50 banking institution in a wrongful termination matter. As a result of plaintiff’s contentious discovery disputes and unethical discovery abuses, the trial court denied the plaintiff’s request to depose the human resource representative. Defendants filed a motion for summary judgment which the court granted in full. The trial court’s ruling was

upheld on appeal by the Fourth District Court of Appeal. Thereafter, plaintiff filed a writ with the Supreme Court which was denied.

Business Litigation

- After a few months of litigation, successfully represented a Fortune 100 company (one of the oldest industrial companies in the United States) and negotiated a dismissal of a cross-complaint for breach of contract, interference and other business torts filed against the company in exchange for a mere waiver of costs.
- Prevailed at trial and on appeal in a contract and lease dispute against a large San Diego law firm for a Fortune 50 company, wherein the value of the amount in dispute totaled over \$120 Million, and the court awarded our client its reasonable attorneys' fees.
- Settled the day before trial, an eight figure settlement for 11 business people who were defrauded by a Fortune 50 company, which was represented by two large national law firms.
- Negotiated hard-fought easement agreement with an adjacent land-owner on behalf of a developer immediately before escrow closings on multiple residential lots, causing dismissal of land-owner's lawsuit and release of lis pendens and allowing the developer to proceed on course with residential closings.
- Successfully resolved an on-going family dispute resulting in the client obtaining full control of the mortuary business.
- Successfully defended slander of title action on behalf of developer client by winning a demurrer and obtaining dismissal with prejudice of the complaint prior to engaging in depositions or other litigation.
- Enforced trademark rights against a competitor who was compelled to change the name of its product and pay a mid-six figure settlement.



Camille Hamilton Pating
Principal

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Oakland, CA 94612

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cpating@meyersnave.com

Practice Group
Labor and Employment
Workplace Investigations

California Bar Number
122890

Education
UCLA Law School, JD, 1985

Stanford University, BA Political Science,
1982

Practicing Since: 1986

Camille Hamilton Pating is Chair of Meyers Nave's Labor & Employment Practice and Workplace Investigations Practice. She is a go-to independent attorney fact-finder for high-profile investigations involving elected officials, C-suite executives and leaders of non-profit organizations.

A well-respected expert in employment law for 35 years, Camille counsels employers on a broad range of issues including political speech on work platforms, anti-discrimination, harassment and retaliation laws, Title IX, reasonable accommodation and leave of absence issues, and hiring and separation processes. She is a thought leader in Diversity, Equity and Inclusion programs and initiatives and advises leaders in entertainment, technology companies and public agencies. She also develops and leads innovative training programs on bias prevention, investigation best practices and state and federal anti-discrimination and anti-harassment laws.

Camille is an experienced litigator advising and defending employers in litigation, arbitrations and disciplinary hearings and appeals. She served as a member of the trial team which won a unanimous jury defense verdict for the Chief of Police and City of Richmond against charges of discrimination, harassment and retaliation in a highly publicized case that was selected as a defense verdict of the year by the *Daily Journal*.

Camille has conducted nearly 200 investigations, including claims of harassment, hostile work environment, fraud, waste, abusive conduct, discrimination, retaliation, Title IX, police internal affairs, misappropriation, workplace violence, whistleblower matters and ethics violations. Having conducted numerous investigations for public sector employers, Camille is well versed in the Public Safety Officers Procedural Bill of Rights Act and the Firefighters Procedural Bill of Rights, as well as the Weingarten rights afforded to public employees. In addition, she provides appropriate corrective action advice to address issues often present in workplace climate investigations.

Camille recently investigated allegations of harassment and discrimination at a digital media company, claims of racial bullying of students at a California university, alleged harassment by the CEO of a nationally-recognized non-profit organization, and allegations of systemic sexual harassment and sexual favoritism at a hospital. She has conducted major misconduct investigations involving elected officials and employees of public employers throughout California. Camille's investigations specialty began with two cases that garnered intense public scrutiny – investigating election misconduct in the City of Bell, the largest government corruption scandal at the time, and as a member of the team conducting an internal affairs investigation of the BART police officer-involved fatal shooting of Oscar Grant at the Fruitvale BART station.

Camille shares her expertise as a frequent presenter at conferences and seminars on topics that include preventing workplace bullying and harassment, recognizing implicit bias, social media use, and ethics.

Honors and Awards

- Top Labor & Employment Lawyers, *Daily Journal* (2021, 2020)

Professional Affiliations

- Board Member, Future of Diversity, Equity & Inclusion Advisory Board, HR.com/Next Concept HR Association, 2021
- Member, California Public Employers Labor Relations Association
- Co-sponsor, Bar Association of San Francisco's African American Partners and Associates Summer Reception (2018, 2019)
- Member, National Association of African Americans in Human Resources, Northern California Chapter
- Member, Association of Workplace Investigators
- Member, Women Lawyers of Alameda County
- Member, California Women Lawyers
- Member, Steering Committee, Women's Impact Network, Bar Association of San Francisco
- Member, Anti-Fraud Alliance
- Member, Municipal Management Association of Northern California
- Member, Charles Houston Bar Association
- Member, Labor and Employment Law Section, California Lawyers Association

- Member, The Bar Association of San Francisco
- Member, Filipino Bar Association of Northern California

Presentations and Publications

- Presenter, “Moving Diversity, Equity & Inclusion Programs Forward: An Employer’s Road Map,” California Public Employers Labor Relations Association Annual Training Conference, November 17, 2021
- Presenter, “City Attorney Practicum: COVID-19 Return to Work – Navigating the New Landscape,” League of California Cities, June 9, 2021
- Moderator, “Session 2C: After a Year of Racial Reckoning - Where Are Women of Color?,” Women of Color Conference, California Minority Counsel Program, May 20, 2021
- Presenter, “COVID-19 Return to Work Plan: Who Returns, When, Where & How,” Meyers Nave webinar, April 28, 2021
- Presenter, “COVID-19 Return to Work Issues: How to Navigate the Changing Landscape for Your Return to Work Plan,” HR West Virtual Conference, March 17, 2021
- Presenter, “Raising Awareness: Recognizing & Managing Implicit Bias,” Hayward Area Recreation and Park Institute, February 22, 2021
- Presenter, “Organizational Transformation: A Conversation on Diversity, Equity & Inclusion,” Association of Women in Water, Energy and Environment, February 4, 2021
- Presenter, “COVID-19 Vaccination Policies: Options, Issues and Considerations for Employers,” Meyers Nave webinar, February 3, 2021
- Presenter, “COVID-19 Vaccinations: What California Employers Need To Know,” Meyers Nave webinar, February 3, 2021
- Roundtable Facilitator, “COVID-19: Workplace Considerations,” California Association of Sanitation Agencies Winter Conference, January 27, 2021
- Author, “Mandatory vs. Voluntary COVID-19 Vaccination Policies: What California Employers Need To Know,” Meyers Nave Client Alert, January 15, 2021
- Moderator, “Overcoming the Imposter Syndrome,” Women of Color Forum, California Minority Counsel Program's Annual Business Conference, September 22, 2020
- Presenter, “Employee Resource Groups – Supporting Diversity or Widening The Divide?,” HR West Conference, 2020
- Presenter, “Lessons Learned from Workplace Investigations in the #MeToo Era,” County Counsels’ Association Employment Law Conference, 2020
- Author, “SB 778 Requires Employers to Provide New Harassment Prevention Training by January 1, 2021,” Meyers Nave Client Alert, January 2020

- Author, “Employers’ Dilemma: Comply Now with New Employment Laws or Wait Out Court Challenges?,” Meyers Nave Client Alert, January 2020
- Presenter, “2020 Labor Law Update,” National Association of African Americans in Human Resources, Northern California Chapter, 2019
- Author, “AB 5: Clarity for Some Employers, Uncertainty for Others,” Meyers Nave Client Alert, September 2019
- Presenter, “How to Conduct #MeToo Investigations that Stand Up in Litigation,” Next Concept HR Association’s California Legal & Legislative Summit, 2019
- Author, “SB 778 Extends Employers’ Deadline for Providing New Harassment Prevention Training,” Meyers Nave Client Alert, September 2019
- Presenter, “Lessons Learned from Workplace Investigations in the #MeToo Era,” San Mateo County Bar Association Labor & Employment Section, 2019
- Presenter, “#MeToo Movement in Local Governments”, County Counsels Association’s Employment Law Conference, 2019
- Presenter, “Identifying and Minimizing Implicit Bias,” 21st Annual Northern California Eminent Domain Conference, CLE International, 2019
- Presenter, “California’s Top 5 New Employment Laws in Response to the #MeToo Movement,” California Special Districts Association Annual Conference, 2019
- Author, “The Rights of Transgender and Non-Binary Employees,” *Daily Journal’s* “Top Labor and Employment Lawyers” issue, July 10, 2019
- Author, “California Lawmakers Ban Workplace Discrimination Based on Hairstyle,” Society for Human Resource Management *California Newsletter*, July 9, 2019
- Author, “New Law Targets Discrimination Based on Hair Style,” *Daily Journal*, July 8, 2019
- Presenter, “The Future of Workforce Development,” Skywalker Ranch Leadership Summit Series, 2019
- Presenter, “Ethical Issues that Most Frequently Entrap City Managers,” League of California Cities’ City Managers Conference February 14, 2019
- Presenter, “Lessons from #MeToo: Is Your Work Culture Inclusive Enough to Prevent Bias & Harassment Claims?”, California Association of Museums Annual Conference, 2019
- Author, “California’s Top 5 New Employment Laws in Response to the #MeToo Movement,” Meyers Nave Client Alert, October 2018
- Presenter, “Discipline that Sticks - How to Create Your Best Record for Arbitration,” California Public Employers Labor Relations Association Annual Training Conference, 2018
- Author, “California’s Top 5 New Employment Laws in Response to the #MeToo Movement,” Meyers Nave Client Alert, October 2018

- Presenter, “Labor Law Update,” National Association of African Americans in Human Resources, Northern California Chapter, 2018
- Presenter, “Investigating Disability Discrimination,” Alameda County’s Disability Employment Awareness and Training Conference, 2018
- Quoted, “Outside Investigations of Harassment Have Pros and Cons,” *Daily Journal*, September 6, 2018
- Presenter, “The Next Phase of Workplace Misconduct Claims and the Elimination of Bias,” Clear Law Institute webinar, 2018
- Author, “#MeToo’s Impact on Harassment Policies, Investigations and Training,” *Daily Journal’s* “Top Labor and Employment Lawyers” issue, July 18, 2018
- Program Chair, Workplace Investigations: Facing High-Risk Situations, CLE International Conference, 2018
- Presenter, “Not Yet Illegal: Addressing Bias Issues and the Next Phase of Workplace Misconduct Claims,” Workplace Investigations: Facing High-Risk Situations, CLE International Conference, 2018
- Moderator, “High Stakes & High Risks: Strategies for Handling High-Profile Litigation,” Meyers Nave/California Minority Counsel Program seminar, 2018
- Presenter, “Recognizing Implicit Bias for Human Resources Professionals,” National Association of African Americans in Human Resources, 2018
- Quoted, “A Look Back on Same-Gender Sex Harassment,” *Daily Journal*, January 29, 2018
- Quoted, “California Legislation and Regulations to Watch in 2018,” *Law360*, January 1, 2018
- Quoted, “Year in Review: Hollywood Harassment Allegations,” *Daily Journal*, December 27, 2017
- Presenter, “Elimination of Bias: Bias Issues that May Arise in the Land Use Context,” CLE International’s Land Use Law Conference, 2017
- Author, “DFEH Issues Workplace Harassment Guide for California Employers,” Meyers Nave Client Alert, 2017
- Presenter, “Investigative Reports And The California Public Records Act: Protecting Privileges In Internal Investigations,” California Public Employers Labor Relations Association Annual Training Conference, 2016
- Presenter, “New Issues in Employment Investigations,” International Municipal Lawyers Association Annual Conference, 2016
- Presenter, “New Challenges for Employers: Diversity Initiatives & Implicit Bias,” Southern California Public Labor Relations Council, 2015
- Presenter, “New Challenges for Employers: Diversity Initiatives & Implicit Bias,” Meyers Nave webinar, 2015

- Presenter, “Get Ready for the New Claims: Workplace Bullying and Subtle Bias,” Meyers Nave webinar, 2015
- Presenter, “Nuts & Bolts of Workplace Investigations and Issues,” Alameda County’s 11th Annual Disability Employment Awareness Conference & Training, 2014
- Presenter, “How to Lead Without Breaking the Rules,” California Council of School Attorneys, 2014
- Presenter, “Employee Discipline and Investigations,” Western Regional IPMA-HR Conference, 2014
- Presenter, “Workplace Bullying: The Next Harassment Claim?,” California Public Employers Labor Relations Association Annual Training Conference, 2013
- Presenter, “Social Media Firings: The NLRB's Do's and Don'ts,” IMLA Annual Conference, 2013
- Presenter, “Social Media – Creating a Policy You ‘Like’,” Meyers Nave Webinar, 2013
- Presenter, “Facebook ‘Friend’ or Foe – Social Media on and off Campus,” California Council of School Attorneys, 2012
- Presenter, “Ethics 101: A Guide for Public Officials,” California Public Employers Labor Relations Association Annual Training Conference, 2008
- Presenter, “Lessons Learned from this Year’s Big Employment Verdicts,” California Public Employers Labor Relations Association Annual Training Conference, 2007
- Presenter, “Ethics 101: A Guide for Human Resources Administrators,” California Public Employers Labor Relations Association Annual Training Conference, 2006
- Presenter, “Investigation Techniques,” Southern California Public Labor Relations Council, 2006

Representative Experience

- Investigated allegations of financial mismanagement and misappropriation and conflict of interest by a CFO of a transit agency.
- Investigated allegations of bullying and abuse of employees at a national audio entertainment company.
- Investigated allegations against the former Mayor of Palm Springs of illegal videotaping and eavesdropping on colleagues via an intercom system.
- Investigated allegations of gender discrimination made by two female council members against the Mayor of Oroville.
- Investigated allegations of ethical violations and conflict of interest by a City Auditor.
- Investigated allegations that a COO misreported information regarding a \$200 million project to implement clean technology trains to the Board of Directors for a transit agency.

- Investigated allegations that an Auditor for a transit agency engaged in bullying of employees.
- Investigated allegations that the CEO of a Health Plan engaged in conflict of interest and ethics violations.
- Investigated allegations that the CEO of a Health Plan engaged in harassment, retaliation and discrimination.
- Investigated allegations that an elected City Assessor-Recorder engaged in sexual harassment of male and female employees.
- Investigated allegations that an elected County Assessor Recorder Registrar of Voters engaged in gender discrimination and retaliation in promotions of employees.
- Investigated allegations of sexual assault by a Manager of a Health Plan.
- Investigated allegations that an employee of a rideshare compare drugged another employee with “date rape” drugs.
- Investigated allegations of Code of Conduct and other violations against executives and employees at a Health Plan.
- Investigated publicized allegations of misconduct by employees at a public library.
- Investigated numerous fraud, waste and abuse hotline allegations against a City Auditor.
- Investigated allegations of sexual harassment, race discrimination and disability discrimination by senior personnel at an international multimedia entertainment company.
- Investigated allegations of racial bullying against two African American college students at a public university (caused public protests and involved the NAACP).
- Investigated allegations of harassment and abuse by an Executive Director of a social venture and technology non-profit organization.
- Investigated election misconduct by police officers in a City of Bell government corruption scandal covered by national media.
- Internal affairs investigation for Bay Area Rapid Transit (BART) of the BART police officer-involved shooting death of passenger Oscar Grant.
- Investigated allegations of financial mismanagement, misappropriation and other misconduct by (1) the Director of Payroll at a college district, (2) School Administrators and various staff at a school district, and (3) the Chancellor, Board members, and President of a community college.
- Investigated allegations of discrimination, sexual harassment and retaliation made by senior police supervisors against the Police Chief for a large city. Completed more than 60 findings in 60 days.

**Jesse Lad
Of Counsel**

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Practice Group
Labor and Employment

California Bar Number
229389

Education
Marquette University Law School, JD, 2003

University of Iowa, BA Political Science
with a Spanish minor, 1998

Practicing Since: 2003

Jesse Lad advises public sector clients in a wide variety of labor and employment matters arising under federal and state laws, including labor relations, collective bargaining, medical leave, sexual harassment, discrimination, discipline and employee privacy. In addition, Jesse defends clients against claims of harassment, discrimination, retaliation and wrongful discharge, as well as wage and hour issues. He served as a member of the team that conducted an internal affairs investigation for the Bay Area Rapid Transit District (BART) of the BART police officer-involved shooting death of passenger Oscar Grant.

Jesse serves as chief labor negotiator and lead labor counsel for a number of cities and special districts in California, and has also handled representation and certification matters for multiple clients including the County of Alameda, City of Walnut Creek, City of Petaluma and Sacramento Housing and Redevelopment Agency. His most recent experience in this area included assisting the City of Walnut Creek with a representational issue involving the City's dispatchers.

He also regularly conducts arbitrations and administrative hearings on behalf of public agency employers. Jesse recently prevailed in a termination arbitration involving a former management employee for a water district, a writ petition involving a county employee's demand for the county to pursue a disability retirement on her behalf, and a petition by a public safety unit to enforce a side letter of agreement through the grievance process.

Jesse served as the chief negotiator for the City and County of San Francisco in its negotiations with its Municipal Attorneys' Association as well as for the Sacramento Housing and Redevelopment Agency and the City of Pittsburg in their negotiations with their miscellaneous bargaining units. Jesse also successfully represented Contra Costa County and the City of Livingston in AB 646 fact-finding hearings that resulted in positive recommendations and outcomes for the clients.

Prior to joining Meyers Nave, Jesse worked for a Sacramento firm where his practice primarily focused on defending harassment and discrimination claims for public and private employers. While in law school, Jesse was an intern with the National Labor Relations Board and Wisconsin Court of Appeals.

Professional Affiliations

- Member, The State Bar of California
- Member, Alameda County Bar Association, Labor & Employment Law Section

Representative Experience

- *City of Modesto v. Modesto Police Officers Association*. Prevailed in an arbitration involving a Police Officer that was terminated for off-duty misconduct.
- *Chief Labor and Employment Counsel*: City of Walnut Creek, City of Modesto, City of South San Francisco, City of Pittsburg, City of Larkspur, Sacramento Housing and Redevelopment Agency, Delta Diablo Sanitation District, Moraga-Orinda Fire District, City of Cloverdale, City of Livingston, and Central Contra Costa Solid Waste Authority.
- *Served as Chief Labor Negotiator*: Sacramento Housing and Redevelopment Agency, City of Modesto, City of Walnut Creek, City of Pittsburg, City of Fremont, City and County of San Francisco, City of Santa Clara, City of Livingston, and West Valley Sanitation District.
- *AFSCME LOCAL 2019 v. East Bay Municipal Utility District*. Prevailed in grievance arbitration alleging that a clause in a collective bargaining agreement precluded the district from making changes to policies and procedures during the term of the agreement.
- *AFSCME Local 2019 v. East Bay Municipal Utility District*. Prevailed in grievance arbitration upholding the district's methodology for determining when a recruitment should proceed on an internal basis only.
- *City and County of San Francisco*. Served as co-chief negotiator for memorandum of understanding (MOU) negotiations with the Municipal Attorneys Unit.
- *City of Pittsburg*. Served as chief negotiator for MOU negotiations with all miscellaneous units.
- *Contra Costa County v. Contra Costa Deputy District Attorneys' Association*. Represented the county during a fact-finding proceeding after an impasse was reached between the county and the association during negotiations for a successor collective bargaining agreement. The fact-finding panel recommended adoption of the county's proposal and issued findings of fact consistent with the county's position.
- *Laborers International Union of North America (LIUNA) v. City of Milpitas*. Obtained dismissal of an unfair labor practice charge filed with the California Public Employment Relations Board alleging bad-faith bargaining by the city.

- *MacDonald v. Menlo Park Fire District*. Prevailed in a grievance hearing regarding pay methodology for acting assignment.
- *Menlo Park Firefighters Association v. Menlo Park Fire District*. Prevailed in a grievance hearing regarding training requirements for firefighters.
- *Municipal Attorney Association v. City and County of San Francisco*. Prevailed in grievance arbitration upholding the monthly cap in the Long Term Disability Policy for San Francisco attorneys. The potential damages at issue in this grievance were significant citywide.
- *Police Officers Association v. City of Dixon*. Obtained advisory arbitration decision proposing significant discipline for a police officer that failed to disclose property damage to a police department vehicle.
- *Police Officers Association v. City of Livingston*. Represented the city in a fact finding proceeding where the panel issued recommendations consistent with the city's position. Negotiated a successor MOU that included significant wage and benefit concessions.
- *Police Officers Association v. City of South San Francisco*. Represented the city in a grievance brought by its police association alleging that the city was violating a collective bargaining agreement by not cashing out sick leave upon separation from service. The arbitrator ruled that the city's practice was consistent with the MOU and denied the grievance.
- *Police Officers Association v. City of South San Francisco*. Prevailed in arbitration upholding the termination of a police officer that fabricated a memorandum to avoid discipline.
- *Police Officers Association v. City of Tracy*. Obtained arbitration decision instituting a significant suspension for a police officer that engaged in off-duty misconduct.
- *Public Employees Local 1 v. Delta Diablo Sanitation District*. Facilitated withdrawal of an unfair labor practice charge filed with the California Public Employment Relations Board alleging unlawful interference with union activity.
- *Sacramento Housing & Redevelopment Agency*. Served as chief negotiator for MOU negotiations with all represented units.
- *Shedd v. City of San Leandro*. Prepared position statement that resulted in the Equal Employment Opportunity Commission (EEOC) making a finding that no reasonable cause existed to confirm that the city engaged in discrimination.
- *Teamsters v. City of Tracy*. Prevailed in arbitration upholding the termination of a maintenance worker who failed to obtain proper authorization for a leave of absence.
- *Tuolumne County Deputy Sheriffs Association v. County of Tuolumne*. Prevailed in petition where the Deputy Sheriffs Association sought enforcement of schedules in side letters signed by the union and county that were never approved by the Board of Supervisors.
- *West Valley Sanitation District*. Served as chief negotiator for MOU negotiations with all represented units.



David M. Middleton
Associate

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San Diego, California 92101

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dmiddleton@meyersnave.com

Practice Groups
Labor and Employment

California Bar Number
321385

Education
John Marshall Law School, JD, 2013
(Moot Court Honors Council; Midwest
Regional First Place, BLSA Frederick
Douglass Moot Court Competition
(2013))

University of Michigan, BA, 2010

Practicing Since: 2018

David Middleton is an Associate in Meyers Nave's Labor and Employment Practice Group advising clients on a wide range of employment law matters in state and federal court.

David's clients range from professional sports clubs, retailers, to nonprofit and for-profit entities. He has guided clients on decisions related to the request for proposal competitive bidding process, internships, and enforcement of restrictive covenants in the employment and commercial setting. David has extensive experience drafting internal research, memoranda, and motions.

Prior to joining Meyers Nave, David served as an Associate for a San Diego-based law firm where he represented clients in the auto manufacturing, retail, and healthcare industries in matters involving the Song-Beverly Consumer Warranty Act, premises liability, products liability and negligence. His prior experience also includes serving as a judicial law clerk for four years in the United States District Court in the Southern District of California.

Honors and Awards

- Louis M. Welsh American Inn of Court Member (Associate) – 2017-18 National First Place Team Program Award (Unfriendly Skies: The Trial Lawyer and the Untriable Case)

Professional and Community Affiliations

- Board of Directors, Earl B. Gilliam Bar Foundation (2019-Present)
- Bar Process Management Coordinator and Tutor, Minority Legal Education Resources, Inc. (2018-Present)

Presentations and Publications

- Presenter, “Employment Law Update – Public Entity Employers,” Meyers Nave webinar, January 13, 2022
- Presenter, “Employment Law Update – Private/Non-Profit Employers,” Meyers Nave webinar, January 11, 2022
- Interview, “Recent Changes to the Federal Vaccine Mandate,” KUSI News, December 28, 2021
- Author, “The Federal Vaccine Mandate Is Back, for Now,” Meyers Nave Client Alert, December 20, 2021
- Interview, “California Returns To Mask Mandate,” CBS News 8, December 16, 2021
- Interview, “Future of Workplace Vaccine Mandates,” ABC News 10 San Diego, November 15, 2021



Alicia M. Morrell
Senior Associate

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amorrell@meyersnave.com

Practice Groups
Labor and Employment
Workplace Investigations

California Bar Number
310273

Education
California Western School of Law, JD,
2015

University of the Pacific, MA, Education
Administration and Leadership, 2008

Ball State University, BS, Sociology, 2006

Practicing Since: 2016

Alicia Morrell is a Senior Associate in Meyers Nave's Labor and Employment Practice, and Workplace Investigations Practice. She provides an array of advice and counseling services to clients on labor and employment matters.

Alicia advises clients on terminations, leave, handbook and policy compliance, and injury and illness prevention programs. She has extensive litigation experience, including handling trials, arbitrations, and mediations. She defends employers against claims of discrimination, harassment, wrongful termination, retaliation, wage and hour, and PAGA claims. Alicia also provides in-person and online anti-harassment and anti-discrimination training.

In addition to Alicia's law practice, she served as the Assistant Dean for Student Affairs at the University of the Pacific – McGeorge School of Law in Sacramento, where she was the primary academic advisor to for almost 600 law students and oversaw the administration of the JD academic program. Prior to her work for McGeorge School of Law, Alicia worked for multiple college campuses overseeing graduate students, student organizations, and diversity and social justice programs. Prior to joining private practice, Alicia served as a Judicial Law Clerk for three years in the United States District Court in the Southern District of California.

Honors and Awards

- Faculty Award, 2015
- American Jurisprudence Award for Academic Excellence, 2014
- Julie A. Sina Award for Inspirational Leadership, 2008

Professional Affiliations

- Association of Title IX Administrators, Certified Level 2 Civil Rights Investigator

Presentations and Publications

- Author, Appendix G: Larry P. v. Riles in Advocacy for Low-Income Children with Disabilities in California (2014)



Angelica Pe Benito
Associate

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Practice Groups

Labor and Employment Practice
Workplace Investigations

California Bar Number

323612

Education

Santa Clara University School of Law, JD,
High Tech Law Certificate (Intellectual
Property Specialization) with honors, 2018

University of California San Diego, BA,
International Studies-Political Science,
2014

Practicing Since: 2018

Angelica Pe Benito is an Associate in the Labor and Employment Practice Group. Angelica has a broad professional background that includes working as a legal specialist at WestEd (a nonprofit education research, development and services agency), a law clerk at Samsung Research America (an emerging and core technology research and development company), a paralegal at a business litigation law firm, a legal administrative assistant at an intellectual property law firm, a legal intern for the AIDS Legal Referral Panel, and a judicial extern for the Honorable Ronald E. Quidachay, the longest serving judge of the San Francisco Superior Court.

An overview of her experience includes:

- WestEd — provided advice and counsel on issues pertaining to public records requests, business licensing, data sharing, privacy, certification forms, confidentiality agreements, Family Educational Rights and Privacy Act, and non-standard contract terms
- Samsung Research America — facilitated the patent application process by performing prior art searches for new inventions, communicating with inventors and outside counsel, and handling invention disclosure forms and patent prosecution documents; conducted legal research on issues related to collaborative research agreements and patent examining procedures; reviewed nondisclosure agreements to ensure policy compliance
- Business Litigation Law Firm — assisted with discovery requests, summary judgment motions, mediation-arbitration proceedings, and preparation for hearings and trials; compiled excerpts from evidence procured during discovery to bolster arguments asserted in briefs; prepared deposition outlines, requests for discovery, privilege logs, exhibits, motions, and moving papers

- Intellectual Property Law Firm — drafted engagement letters, recorded client intakes, indexed official United States Patent and Trademark Office communications, managed client file database, and prepared cease and desist letters
- Honorable Ronald E. Quidachay — drafted tentative rulings and prepared bench memoranda, summarized opposing arguments, and assessed each issue in light of the facts and applicable law; met and conferred with Judge Quidachay and research attorneys to discuss recommendations and rationale; observed motion hearings and oral arguments brought before San Francisco’s Law & Motion Real Property Court
- AIDS Legal Referral Panel — provided direct services to vulnerable clients with limited resources; assisted clients in securing and maintaining essential government benefits, insurance, and public accommodations; conducted on-site visits and drafted demand letters for clients facing housing discrimination and possible eviction

Honors and Awards

- Santa Clara University School of Law – Dean’s List three semesters, High Tech Excellence Award, Senior Production Editor of the *High Technology Law Journal*
- University of California at San Diego – Provost Honors, Spring 2013

Presentations and Publications

- Presenter, “Employment Law Update – Public Entity Employers,” Meyers Nave webinar, January 13, 2022
- Presenter, “Employment Law Update – Private/Non-Profit Employers,” Meyers Nave webinar, January 11, 2022
- Presenter, “COVID-19 Return to Work Plan: Who Returns, When, Where & How,” California Special Districts Association webinar, June 22, 2021
- Author, Update on California’s COVID-19 Emergency Temporary Standards, and OSHA, Meyers Nave Client Alert, June 10, 2021
- Author, Round 2: Cal/OSHA Revises Emergency Temporary Standards for COVID-19 Prevention, Meyers Nave Client Alert, June 9, 2021
- Author, “Employers’ Top Three Questions About COVID-19,” *North County Lawyer*, February 2021
- Author, “Mandatory vs. Voluntary COVID-19 Vaccination Policies: What California Employers Need To Know,” Meyers Nave Client Alert, January 15, 2021
- Presenter, “Employment Law Update: What's New, What's Changed and What's Next?,” Meyers Nave webinar, January 12 and 14, 2021

- Author, “Newly Adopted Cal/OSHA Emergency Standards Require Immediate Action by California Employers,” Meyers Nave Client Alert, November 30, 2020
- Author, “SCOTUS Rules LGBTQ Workers Protected From Employment Discrimination,” Meyers Nave Client Alert, July 10, 2020
- Author, “AB 5: Clarity for Some Employers, Uncertainty for Others,” Meyers Nave Client Alert, September 2019
- Author, “SB 778 Extends Employers’ Deadline for Providing New Harassment Prevention Training,” Meyers Nave Client Alert, September 2019

5050369.1

Appendix B – Certificate of Insurance





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2022

7/27/2021

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

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

PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1491388 Meyers Nave, a Professional Corporation 1999 Harrison St., 9th Floor Oakland CA 94612	INSURER A: Vigilant Insurance Company		20397
	INSURER B: Federal Insurance Company		20281
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES MEYNA01 **CERTIFICATE NUMBER:** 17726155 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	35904309	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7355-71-30	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded. \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	79871939	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71726427	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Additional Named Insured: Meyers Nave Riback Silver & Wilson A Professional Corp.

CERTIFICATE HOLDER

17726155
 Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT B

RFQ for Employment and Labor Services: Schedule of Rates

Meyers Nave has built its reputation for integrity and client commitment by proposing hourly rates that provide the best value based on the experience, qualifications and specialty expertise of the proposed attorneys, which delivers the most effective and efficient services possible.

Our proposed hourly rates are as follows:

Personnel	Title	Hourly Rate
Janice P. Brown	Senior Principal	\$485
Camille Hamilton Pating	Senior Principal	\$485
Jesse Lad	Senior Of Counsel	\$410
David Middleton	Senior Associate	\$380
Alicia M. Morrell	Senior Associate	\$380
Angelica Pe Benito	Associate	\$350
	Paralegal	\$200

Rates may be increased approximately 5% on an annual basis to reflect increases in the relevant Consumer Price Index.

We propose to charge the costs of extensive photocopying at \$0.25 per page, postage at the current USPS rate, and the actual cost to us of any third-party expenses, such as transcription services.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR EMPLOYMENT AND LABOR LAW LEGAL SERVICES WITH MEYERS NAVE IN THE NOT-TO-EXCEED AMOUNT OF \$50,000.00.

WHEREAS, the City of National City (“City”) engages outside legal support for specialized areas; and

WHEREAS, on April 5, 2022, the City Council approved Resolution No. 2022 – 49 authorizing the City Attorney’s Office to issue a Request for Qualifications (“RFQ”) for Employment and Labor Law legal services. The RFQ for Employment and Labor Law legal services was advertised by the City on April 6, 2022 with a deadline of May 5, 2022. By the deadline, 8 responses were received in total; and

WHEREAS, City staff recommends City Council authorize the City Manager to execute an Agreement for Employment and Labor Law legal services with Meyers Nave in the not-to-exceed amount of \$50,000.00.

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

Section 1: Approves and authorizes the City Manager to execute an Agreement for Employment and Labor Law legal services with Meyers Nave in the not-to-exceed amount of \$50,000.00.

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

PASSED and ADOPTED this 21st day of June, 2022.

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, California, authorizing the Mayor to execute an Agreement with Burke Williams & Sorensen, LLP for Employment and Labor Legal Services. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: 6/21/2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing the City Manager to execute an agreement with Burke Williams & Sorensen, LLP for Employment and Labor Legal Services.

PREPARED BY: Charles E. Bell, Jr., City Attorney

DEPARTMENT: City Attorney

PHONE: (619) 336-4220

APPROVED BY: _____

EXPLANATION:

Explanation is attached.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

HR Professional Services Expenditures
001-407-083-200

ENVIRONMENTAL REVIEW:

This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

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

STAFF RECOMMENDATION:

Adopt Resolution approving the City Manager to execute an agreement with Burke Williams & Sorensen, LLP for Employment and Labor Legal Services.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Staff Report
- Request for Qualifications
- Agreement
- Resolution



CITY OF NATIONAL CITY STAFF REPORT

DATE: June 21, 2022

TO: Mayor and City Council

FROM: Charles E. Bell, Jr., City Attorney

SUBJECT: Resolution of the City Council of the City of National City, California, authorizing the City Manager to execute an agreement with Burke Williams & Sorensen, LLP for Employment and Labor Legal Services.

The contract will provide Employment and Labor Law legal services for the City of National City ("City"). Specific responsibilities would include, but are not limited to: 1) advise the City on all aspects of labor and employment law, including disciplinary matters, the impacts of current and proposed legislation, and the impacts of recent or pending court rulings, 2) review and provide advice on labor and employment policies, reports, and documents, 3) draft labor and employment policy reports and documents on behalf of the City, 4) prepare training materials for City personnel, including the City Council, 5) represent the City in meetings with internal employee bargaining groups and outside agencies, such as the State of California Public Employee Relations Board ("PERB").

On April 5, 2022, the City Council approved Resolution No. 2022 - 49 authorizing the City Attorney's Office to issue a Request for Qualifications ("RFQ") for Employment and Labor Law legal services. The RFQ for Employment and Labor Law legal services was advertised by the City on April 6, 2022 with a deadline of May 5, 2022. By the deadline, 8 responses were received in total.

Of the 8 responses received, the City Attorney's Office has selected 4 to execute agreements with regarding Employment and Labor Law legal services. Burke Williams & Sorensen, LLP is one of the 4 selected by the City Attorney's Office.

Therefore, staff recommends awarding a contract to Burke Williams & Sorensen, LLP in the not-to-exceed amount of \$50,000.00 for a term beginning on the effective date until June 21, 2027. Burke Williams & Sorensen, LLP is an experienced and well-known law firm respected for its Labor and Employment practices and, in particular, for the preventative advice it provides to employers in California's complex employment environment. Burke Williams &



REQUEST FOR QUALIFICATIONS FOR EMPLOYMENT AND LABOR LEGAL SERVICES

1. INTRODUCTION

The City of National City (“City”) is a general law city which operates under a council-manager form of government. The City Council has an elected Mayor, Vice Mayor, and three Councilmembers who are elected at large for a term of four years. The citizens of National City also elect the City Treasurer and City Clerk.

The City Council is responsible for setting policies, enacting ordinances, adopting the budget, reviewing the General Plan, appointing committees, and appointing the City Manager and City Attorney. The City Manager is responsible for carrying out policies and ordinances of the City Council, appointing City department heads, and overseeing the day-to-day operations of the City. National City is organized into the departments of City Manager, City Clerk’s Office, City Attorney’s Office, Building, Planning, Engineering/Public Works, Finance, Fire, Police, Housing & Economic Development, Community Services, Information Technology, Library, Neighborhood Services, and Human Resources. The City’s total all funds budget is \$107.8 million, and the workforce consists of approximately 360 employees. For more information on the City of National City, please visit their website at: www.nationalcityca.gov

2. THE COMMUNITY

The City of National City was incorporated in 1887 and is a full service, general law city serving a vibrant, socio-economically diverse community. National City’s multi-cultural population, mild climate and central location make National City a great place to live and work. The spirit of National City is a welcoming one, and the residents take great pride in its rich history and traditions, diverse cultures, dynamic and progressive atmosphere, strong community spirit, schools, neighborhoods and vibrant business districts.

National City, San Diego County’s second oldest city is centrally located in the South Bay region of the San Diego metropolitan area, in southwestern San Diego County. National City is truly “In the center of it all.” A thriving bi-national region of 5 million consumers, the City’s competitive edge is its central location, transportation network, and business industry.

RFQ for Legal Counsel
Employment and Labor

National City is positioned for prosperity, with proximity to the San Diego Bay, US-Mexico border, downtown San Diego, international airport, rail, San Diego State University, and other colleges and universities. Adjacent to the San Diego Bay, National City can be easily accessed by interstates 5 and 805, and highways 54 and 15. The San Diego Trolley and the Metropolitan Transit System (MTS) services National City 7 days a week. The robust transportation resources conveniently connect the City to the region.

National City is home to over 3,000 businesses – a remarkable number for a city with a population of slightly over 61,000. A variety of industries, ranging from small family-owned operations to multi-million-dollar corporations can be found in National City. The National City Marine Terminal, part of the Unified Port of San Diego, is the most advanced vehicle import and export facility on the West Coast, processing more than 270,000 vehicles annually. Lumber is also imported from the Pacific Northwest for construction use throughout the region. National City’s port area extends three miles along San Diego Bay and is part of the largest U.S. Navy installation on the West Coast.

National City’s 87.2 acres of park land exceeds the statewide norm. The City’s four sprawling major parks include El Toyon Park, Kimball Park, Las Palmas Park, and Sweetwater Heights Park, plus the National City Golf Course. The National City recreation division provides programs at the Las Palmas Olympic-sized pool as well as at six recreation centers. The City has 10 elementary schools, 2 middle schools, 1 high school, and 1 community college.

1.1. Purpose of Invitation

This Request for Qualifications (“RFQ”) is focused on obtaining the services of a professional, highly qualified attorney to lead as-needed, general legal services regarding labor and employment law matters.

Interested and qualified firms who have demonstrated their ability at comparable work are invited to submit their qualifications.

Submittals, requests for information, or questions relative to this Request for Qualifications should be addressed to:

City Attorney
City of National City
1243 National City Blvd.
National City, CA 91950
619-336-4220
attorney@nationalcityca.gov

RFQ for Legal Counsel
Employment and Labor

1.2 Submittal Deadline

Qualifications will be accepted until May 5, 2022. The submittal must include one original and one copy.

1.3 Contract Length

The agreement will be effective on date fully executed and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other.

1.4 Scope of Services

The City of National City is seeking an attorney to perform the full range of services related to general legal services regarding labor and employment law matters. Specific responsibilities include, but are not limited to:

1. Advise the City on all aspects of labor and employment law, including disciplinary matters, the impacts of current and proposed legislation, and the impacts of recent or pending court rulings.
2. Review and provide advice on labor and employment policies, reports and documents and reports.
3. Draft labor and employment policies reports and documents on behalf of the City.
4. Prepare training materials for City personnel, including the City Council.
5. Provide trainings to City personnel, including the City Council.
6. Represent the City in meetings with internal employee bargaining groups and outside agencies such as the State of California Public Employee Relations Board (PERB).

2.0 SUBMITTAL REQUIREMENTS

The respondent shall follow the format specified below. Each section should be tabbed and labeled in the order shown below.

2.1 Submittal Cover

The cover shall include the title, submittal due date, name, address, telephone and fax numbers, and e-mail address of the principal contact.

2.2 Table of Contents

The table of contents shall be complete and clear.

2.3 Cover Letter

The letter shall be brief. Any changes to the submittal format or deletions of requested material should be explained in the cover letter. The letter should also include the location of the office(s) in which the proposed attorney(s) is located.

2.4 Statement of Understanding and Proposed Methodology

The respondent shall provide a written narrative that demonstrates an understanding of this invitation and a proposed methodology for implementing the Scope of Services, provided above in Section 1.4.

2.5 Project-Related Experience

This section shall include examples of respondent's experience in the past ten years specifically related to the Scope of Services. This section should also describe respondent's experience in the following areas:

- Advise the City on all aspects of labor and employment law, including disciplinary matters, the impacts of current and proposed legislation, and the impacts of recent or pending court rulings.
- Review and provide advice on labor and employment policies, reports and documents and reports.
- Draft labor and employment policies reports and documents on behalf of the City.
- Prepare training materials for City personnel, including the City Council.
- Provide trainings to City personnel, including the City Council.
- Represent the City in meetings with internal employee bargaining groups and outside agencies such as the State of California Public Employee Relations Board (PERB).

2.6 Project Personnel

A resume for each attorney proposed to perform as legal services should be provided with their relevant municipal employment law and labor experience.

2.7 Insurance

Respondent shall be required to comply with all the insurance requirements required under the contract, a sample of which is attached hereto.

2.8 Schedule of Rates

Respondent shall include a “Schedule of Rates” in a sealed envelope, including rates for all of the personnel that may provide services under this contract.

2.10 References

The listing of other clients represented is critical and contact information should be provided for reference checks. Please provide at least three public sector clients and three union/employee representatives (if applicable) as references for each professional proposed in Section 2.6. Include each reference’s name, address, and telephone number. In addition, provide a list the municipalities your firm, and in particular, the proposed attorney, provided similar services for within the past three (3) years.

2.9 Additional Required Information

The following information should also be provided:

- Type of firm: individual, partnership, or corporation.
- Organizational structure of the firm, history, including number of years in existence, number and location of offices, total number of employees.
- Describe the ability of your firm to provide local service to the City.
- Names and titles of all principals/officers of the firm (name, title, phone number).
- How many years has your firm been providing labor law services to municipalities?
- Describe the firm’s philosophy about customer service and quality assurance.
- Describe your firm’s resources or methods to provide education on best practices, trends or hot topics.
- Describe the organization’s legal research capabilities and how you communicate legislative updates to your clients.

- Describe your firm’s commitment to diversity in both your employment practices and in client relations.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Criteria

The responses will be evaluated based upon the following:

- Respondent’s submittal demonstrates an understanding of the Scope of Services.
- Respondent’s knowledge of the law regarding labor and employment law matters.
- Availability and accessibility, including the location of the office that will be servicing the City of National City.
- The experience, professional credentials and references of those who will be advising the City of National City.
- Respondent’s commitment to diversity in both your employment practices and in client relations.

3.2 Submittal Selection Process

A selection committee will review the submittals and “short-list” the most qualified respondents. This committee may then choose to interview selected respondents. The proposed attorney(s) from the law firm must attend. Thereafter, a recommendation will be made for a final decision.

3.3 Submittal Schedule

Distribution/Advertisement	April 6, 2022
Deadline for response	May 5, 2022
Interviews	week of May 16, 2022
Selection and Recommendation	May 26, 2022
City Council Approval	June 7, 2022

3.4 Legal Services Agreement

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

Before the City executes a contract, the selected firm shall furnish the City certificates evidencing insurance, as required by the City. The City shall be named as additional insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

4.0 DECLARATIONS AND ADDITIONAL INFORMATION

4.1 The City of National City Rights Regarding this Invitation

The City reserves the right to reject all submittals for any reason without indicating reasons for said rejection. The City accepts no financial responsibility for any costs incurred by respondent. Issuance of this Request for Qualifications does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.

The City reserves the right to waive any irregularities or informalities in the proposal or proposal process. The City retains the right to reject all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent.

4.2 Acknowledgement of Amendments

Each firm receiving a copy of this shall acknowledge receipt of any amendment to this Request for Qualifications by signing and returning the amendment with the completed proposal. The acknowledgment must be received by the City of National City at the time and place specified for receipt of qualifications.

4.3 Right to Cancel

The City reserves the right to withdraw or cancel, for any or no reason, at any time, in part or in its entirety, this RFQ, including but not limited to: selection schedule, submittal date, and submittal requirements.

4.4 Variations in Scope of Work

The City may materially change the scope of services by way of amendment to this RFQ, signed by the City Clerk. The City may waive the written requirement for a variation in the scope of services if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

4.6 Applicable Laws

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation related to the contract or this RFQ shall be brought in the State of California, with a venue of the San Diego Superior Courts. The firm awarded the contract shall comply with all applicable Federal, State, and local laws and regulations.

4.7 Public Information

All documents received by the City are considered public records and will be made available after the RFQ selection for public inspection and copying upon request.

4.8 Compensation

The respondent agrees, if selected, that compensation shall be governed by the terms set forth and agreed to in the Legal Services Agreement.

4.9 Independent Contractor Status

The respondent agrees, if selected, that he or she shall perform the services as independent contractor(s) and not employee(s) of the City. The City shall not be considered the employer of respondent. The respondent understands, if selected, the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits.

4.10 Indemnification

The respondent agrees, if selected, to indemnify and hold harmless the City and all its officers and employees from any and all liability, claims, costs, including reasonable attorney's fees, demands, damages, expenses, and causes of action as outlined in the contract.

4.11 Examination of Solicitation

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with

work required in the solicitation and is capable of performing quality work and to achieve the objectives of the City.

5.0 APPENDICES

Appendix A – Sample Agreement

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
[FULL LEGAL COMPANY NAME]**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and _____, a law corporation (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to assist in representing the CITY in connection with litigation and government claims issues, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on _____ and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: consultation with the City Attorney and Risk Management on Government Claims, defense of the City on litigated matters, advice and counsel to the City Council, and communications with City staff as per the Proposal Letter attached as Exhibit A (“LEGAL SERVICES”). In addition, the City may increase the scope of work with the FIRM’s agreement, and such additional work will be confirmed via a letter that shall bring such work within the scope of this agreement. It is expected that the FIRM will work with the City Attorney and CITY staff.

Article 4. Compensation. Compensation paid under this Agreement shall be as set forth in the Proposal Letter attached as Exhibit A.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY’S approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed _____ for LEGAL SERVICES and out-of-pocket

disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference (“telephone call re: trial brief,” “interview in preparation for deposition”).

(e) The biller’s professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY’S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY’S representative may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or

the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

Article 5. Independent Contractor. The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 6. Confidentiality of Work. All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

Article 7. Compliance with Controlling Law. The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 8. Acceptability of Work. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance or the compensation payable to the FIRM.

Article 9. Indemnification. The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

Article 10. Insurance. The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to the “location”. The “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

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

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

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the FIRM does not keep all insurance policies required by this Article 10 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 10, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Article 11. Drug Free Work Place. The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 12. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

Article 13. Notification of Change in Form. The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an

individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

Article 14. Notices. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

cc: Executive Assistant to the City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

and to: [Insert Email Address]
[Insert Email Address]

Notice to the FIRM shall be addressed to:

[insert Firm information here]

Nothing contained in this agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Article 15. Administrative Provisions.

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

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

C. *Headings.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this

Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

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

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

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

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2022.

CITY OF NATIONAL CITY

[insert name of firm]

(Corporation – signatures of two corporate officers)

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
[insert name and title]

APPROVED AS TO FORM:

By: _____
(Name)

Charles E. Bell Jr., City Attorney

(Print Name)

(Title)

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
BURKE, WILLIAMS & SORENSEN, LLP**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made as of the 21st day of June, 2022 between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and BURKE, WILLIAMS & SORENSEN, LLP, (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to serve as Legal Counsel for as-needed, general legal services regarding labor and employment law matters, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on the date fully executed and continue until June 21, 2027. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: as-needed, general legal services regarding labor and employment law matters as per the Proposal attached as Exhibit A, and communications with City staff (“LEGAL SERVICES”).

Article 4. Compensation. Compensation paid under this Agreement shall be as set forth in Exhibit B.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY’s approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed \$50,000.00 for LEGAL SERVICES and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference (“telephone call re: trial brief,” “interview in preparation for deposition”).

(e) The biller’s professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY’S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

Article 5. Independent Contractor. The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services.

Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 6. Confidentiality of Work. All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

Article 7. Compliance with Controlling Law. The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 8. Acceptability of Work. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance or the compensation payable to the FIRM.

Article 9. Indemnification. The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

Article 10. Insurance. The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned,

and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to the “location”. The “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

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

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

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the

CITY'S Risk Manager. If the FIRM does not keep all insurance policies required by this Article 10 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 10, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Article 11. Drug Free Work Place. The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 12. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

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City Attorney
City of National City

1243 National City Boulevard
National City, CA 91950-4397

cc: Executive Assistant to the City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

and to: attorney@nationalcityca.gov
leahm@nationalcityca.gov

Notice to the FIRM shall be addressed to:

Johanna N. Canlas
Burke, Williams & Sorensen, LLP
501 West Broadway, Suite 1600
San Diego, CA 92101

and to: jcanlas@bwslaw.com

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Article 15. Administrative Provisions.

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

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

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

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

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged

in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

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

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

By: _____
Brad Raulston, City Manager

APPROVED AS TO FORM:

By: _____
Charles E. Bell Jr.
City Attorney

BURKE, WILLIAMS & SORENSEN, LLP
(Corporation – signatures of two corporate officers)

By:  Timothy L. Davis, Esq.
Title: Attorney

By:  Johanna N. Canlas, Esq.
Title: Attorney

Exhibit A



Proposal to Provide Employment
and Labor Legal Services to the

CITY OF NATIONAL CITY

Proposed Lead Attorney
Johanna N. Canlas

Burke, Williams & Sorensen, LLP
501 West Broadway, Suite 1600
San Diego, California 92101

p: 619.814.5813
e: jcanlas@bwslaw.com

Submitted May 5, 2022



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May 5, 2022

Charles E. Bell Jr.
City Attorney
City of National City
1243 National City Boulevard
National City, California 91950

Re: Proposal to Provide Employment and Labor Legal Services

Dear Mr. Bell:

On behalf of Burke, Williams & Sorensen, LLP ("Burke"), I am pleased to submit this response to the Request for Proposals issued by the City of National City ("City"). Burke is extremely interested in the possibility of providing employment and labor legal services to the City.

Founded in 1927, Burke is a diverse, dynamic, and preeminent public law firm. For over 90 years, the representation of public agencies has been the cornerstone of Burke's legal practice. The firm currently serves the legal needs of over 200 local governmental entities, including cities, counties, joint powers authorities, water and school districts. We take pride in our long-standing tradition of providing excellent legal services and believe our team at Burke offers the depth, expertise, and commitment that the City seeks from its counsel. Ours is a rich tradition of providing high quality advice and services to public agencies and their departments including specialized areas such as police and fire. We are prepared to work closely with you in budgeting, performing, reporting on, and updating the legal services you need.

As described in the attached materials, we propose that Johanna N. Canlas serve as lead attorney and point of contact. Johanna will be assisted by a team selected to provide able legal representation tailored to the City's needs including me, Susan E. Coleman, Lisa W. Lee, and Gena B. Burns. I specialize in Labor Negotiations, whereas Susan and Lisa are both excellent ABOTA-level litigators with over 50 jury trials each, and Johanna provides advice and counsel. As you know, Gena has been serving the City as legal adviser to the Civil Service Commission and has extensive public sector labor and employment experience, including negotiations, disciplinary matters, and administrative hearings.

Charles E. Bell, Jr.
May 5, 2022
Page 2

Thank you for considering us. If you have any questions regarding this proposal, or if you would like additional information, please feel free to contact me or Johanna Canlas at the number listed above. We look forward to hearing from you.

Very truly yours,

Burke, Williams & Sorensen, LLP



Timothy L. Davis,
Partner and Chair
Labor and Employment Law Practice Group

STATEMENT OF UNDERSTANDING / PROPOSED METHODOLOGY

Johanna Canlas will be the City's primary point of contact at Burke. Johanna holds primary responsibility for coordinating all legal work under the scope of this proposal with National City. After evaluating the City's needs, and with the approval of the City, Johanna will either perform the necessary work herself, or assign the work to another appropriate attorney. All work will be performed with the goal of providing the best legal services in a timely and cost efficient manner.

Under Johanna's leadership, the proposed attorneys work under a team approach. To date, this team approach has been extremely effective in delivering timely and quality services to Burke's clients all over the state. One of the primary benefits of this arrangement is that Burke is a one-stop shop that can deliver the highest quality legal services. We rely upon the skill and knowledge of our attorneys and will coordinate those with the needs of the City to provide timely and well-reasoned advice based on our legal knowledge and practical experience.

Our attorneys understand the value of preventative advice. We will work with the City to manage difficult employee issues in a way that is not only legally defensible, but also provides for a positive and proactive workplace. We will help identify and mitigate potential risks with proposed employment actions in order to provide the City the best possible chance of success if such actions are appealed or challenged in litigation. We will work as part of the City's team, always mindful of your practical needs when analyzing legal issues.

Well-designed and utilized personnel rules, employee handbooks, policies, and procedures can serve as an organization's best defense in employment law disputes. Consequently, in addition to the regular advice we provide on these matters, we can review, draft and update policies and procedures that reinforce an employer's expectations and ensure legal compliance with applicable state and federal laws.

Our approach to our advice and counsel practice is centered on being available to respond to issues as they arise. As mentioned above, Johanna will be the primary point of contact for the City. When contacted by phone or email, Johanna will initially review the issue with the City, and, if possible, provide immediate advice. When such immediate advice is not possible, Johanna will identify what additional information may be needed, may recommend appropriate legal research, and will then either analyze the issue or assign it to an appropriate attorney to analyze. We will provide a response in whatever form requested by the City. For longer-term projects, such as personnel rules revisions and audits, a personnel investigation or litigation, we will provide the City with a projected timeline for completion of the project and, if requested, an estimated budget for such projects.

PROJECT-RELATED EXPERIENCE

Burke is well-known and respected for its Labor and Employment practice and, in particular, for the preventative advice it provides to employers in California's complex employment environment. Burke's Labor and Employment Law Practice Group is dedicated to helping employers solve their labor and employment issues in a strategic, creative, and cost-effective

manner. To accomplish this goal, Burke has nearly 40 experienced attorneys in our Labor and Employment Law Practice Group. Our team is well-versed in all areas of employment law, and in those areas of employment law that are unique to the public sector, including the following:

- Fair Employment & Housing Act
- Title VII
- California wage & hour laws
- Fair Labor Standards Act
- Americans with Disabilities Act
- Age Discrimination in Employment Act
- Family and Medical Leave Act
- California Family Rights Act
- Constitutional and statutory privacy requirements
- POBRA and FBOR rights
- Personnel investigations
- *Skelly* hearings, disciplinary appeals
- Administrative Hearings including PERB, etc.
- Retaliation, Discrimination, Harassment
- Fitness for Duty exams
- Substance abuse and testing
- Occupational Safety and Health Act
- USERRA
- Whistleblower claims
- Conflicts of interest
- Statutory immunities
- Grievance procedures and requirements
- Employee discipline and due process
- The Equal Pay Act
- Compensation and benefits
- Wrongful termination/discharge
- First Amendment

We are experienced in handling personnel issues that arise with employees. Our attorneys understand the value of preventative advice, and work with our clients to manage difficult employee issues in a way that not only provides a defense in employment law disputes, but also provides for a positive and proactive workplace. We will work as part of the City's team, always mindful of the practical needs of our clients when analyzing their legal issues.

Employment Advice and Counsel

All of the proposed team members have advised employers on complicated personnel issues. They have participated in interactive process meetings, coordinated leave issues, advised on FLSA compliance, evaluated risks associated with reorganization, evaluated employee discipline issues and assisted in countless other employment matters. All proposed team members have significant experience with public sector discipline, and regularly advise on the *Skelly* process and the implementation of discipline. We regularly collaborate with employers to identify and mitigate potential risks with proposed employment actions to provide the employer with the best possible chance of success if such actions are appealed or challenged in litigation.

Our team is very familiar with harassment, discrimination, and retaliation claims that arise under the FEHA and other workplace laws, and we work with management and Human Resources to not only respond to these claims, but to prevent them. We regularly serve as neutral workplace

investigators of these claims.¹ We also frequently advise Human Resources staff on conducting internal investigations, and assist in overseeing outside investigators. As discussed below, our team consists of highly sought-after trainers on the prevention of harassment, discrimination, and retaliation in the workplace. When claims are made with outside agencies, such as the DFEH or the EEOC, our attorneys are well-versed in working with public employers to provide compelling and persuasive responses to charges of discrimination.

Our attorneys understand that well-designed and utilized personnel rules, employee handbooks, policies, and procedures can serve as an organization's best defense in employment law disputes. Consequently, in addition to the regular advice we provide on these matters, we also regularly draft, audit, and update personnel rules, as well as advise clients on employment related documents, policies and procedures that reinforce an employer's expectations and guidelines to ensure it is in compliance with the various applicable state and federal laws.

Investigations

Burke's Labor and Employment Law Practice Group members understand the frequent and unique challenges facing public entity employers in California. Burke's employment attorneys have been providing public sector investigative services for over 25 years.

Because Burke's employment attorneys regularly conduct neutral investigations, oversee workplace investigations by outside investigators, interact with union representatives, advise on discipline and remedial measures stemming from misconduct investigations, represent employers in *Skelly* hearings and disciplinary appeals, and defend investigations in litigation, we bring critical experience and perspective to performing timely, high-quality investigations that will withstand subsequent scrutiny..

Our background and experience in conducting workplace investigations is extensive. Our investigations have involved allegations of workplace harassment, discrimination and retaliation, harassment, threats of violence, inappropriate or unlawful hiring practices, bullying, insubordination and conduct unbecoming, whistleblower retaliation, general workplace misconduct, neglect of duty and conflict of interest, among other issues. We have conducted investigations in response to internal grievances and complaints, inquiries by state and federal agencies, requests by employers, and complaints of misconduct filed by members of the public.

Our experience includes investigations for public agencies involving high-level employees, elected or appointed officials, and sensitive personnel and political issues. We have also been involved in multi-party investigations, and we are well-equipped to handle the complications involved when there are cross-allegations made during investigations. We are familiar with specialized issues including POBRA/FFBOR admonitions and rights, *Lybarger*, and the like.

¹ Due to conflicts of interest, our attorneys only serve as neutral investigators when our relationship with the City permits it. For example, we could not ethically serve as a neutral investigator and then defend litigation arising from the same investigation. When we are unable to serve as a neutral investigator, we work closely with our client to assist in selecting the best person for the investigation.

Additionally, our attorneys regularly teach Human Resource Professionals and other in-house investigators on appropriate investigation techniques and preparing effective investigation reports.

Training

We present customized employee and management training seminars for our clients using state-of-the-art audio-visual and media equipment and technology, as well as providing handout materials to participants. The quality of Burke's workplace trainings is due to a winning combination of legal and practical experience and the engaging nature of our attorneys. Good information is lost on employees if it is not presented in an understandable and interesting way.

While most employees have participated in mandatory sexual harassment prevention training, our attorneys are constantly working with employers to present this information in new and interesting ways, and also identifying opportunities to present additional content to aide in the prevention of harassment. For example, our attorneys have worked with employers to do more with training by including other related topics, such as supervisory best practices; diversity, inclusion and belonging; implicit bias; or bystander training. We also have presented small group discussion based trainings for managers to allow them an opportunity to engage in a more in-depth discussion with their peers on the prevention of harassment.

In addition, as practicing attorneys, our training team sees the unintended consequences of an uneducated workforce on almost a daily basis. Supervisors are an employer's first line of defense for most employment matters, but yet they are uninformed of their obligations. Training is the first step to avoiding future liability. In recognition of this, our training team developed a supervisor series, "Human Resources Boot Camp for Supervisors." This highly customizable training can incorporate any number of labor and employment law topics to address the specific issues an employer is facing. We have presented this training series in a variety of formats, ranging from half-day training to all-day training to a series of trainings over months.

Our training team recognizes that training is only effective when it is customized to the specific agency, and so they will work directly with staff to design a training that incorporates the Authority's policies and practices and addresses the specific issues being faced by the Authority. Our training team is qualified to train officials, supervisors, and general employees on most labor and employment law matters, as well as unique public agency issues. Our training topics include, but are not limited to the following:

- Human Resources Boot Camp for Supervisors
- Mandatory AB 1234 Ethics
- Implicit Bias in the Workplace
- Social Media in the Public Sector Workplace
- Free Speech and the Internet
- Disability and the Interactive Process
- Effective Workplace Investigations
- Mandatory AB 1825 and 1661 Harassment Prevention
- Advanced Harassment Prevention
- Everyday Ethics for Supervisors
- Public Agency Use of Social Media
- Managing Leaves of Absence
- Creating Effective Documentation
- Employment Law Basics

- Employment Litigation 101
- Diversity and Inclusion in the Workplace
- Fitness For Duty Evaluations
- Workplace Bullying and Hazing
- Transgender Workplace Issues
- Marijuana in the Workplace
- POBRA and FBOR Compliance
- Preventing Lawsuits Resulting from Termination
- Hacking and Cybersecurity
- Privacy and Privilege in Litigation
- Complying with the Brown Act
- Working in the Public Sector Fishbowl
- Workplace Violence Prevention
- Dealing with Difficult Employees
- Wage and Hour Basics
- Supervising in a Unionized Workplace
- Effective Performance Evaluations
- Complying with the California Public Records Act
- Background Checks

In recognition of our expertise, our attorneys are regularly invited to present at training conferences hosted by agencies such as the California Public Employers Labor Relations Association (CALPELRA), CalCities (the League of California Cities), California Joint Powers Insurance Authority (CJPIA), International Public Management Association for Human Resources (IPMA-HR), California Special Districts Association (CSDA), Southern California Labor Relations Council, ICRMA, and local County Bar Associations.

We also publish educational materials. In addition to publishing legal updates and authoring articles for publication by other agencies, Burke's labor and employment team publishes *Legal Trends*, which is an annually-updated treatise on California labor and employment law. *Legal Trends* has been distributed for over 20 years at CALPELRA, which is the largest public sector labor relations conference in the state. A copy of our most *Legal Trends* can be downloaded at <https://www.bwslaw.com/publications/2021-legal-trends/>.

Labor

Burke's background and experience in collective bargaining and labor matters is extensive. We regularly represent numerous public sector clients of all sizes in all aspects of labor work, including collective bargaining, impasse procedures (including mediation, interest arbitration and fact-finding), grievances, PERB hearings, and arbitrations.

Labor Negotiations

Our representation of public agencies in labor contract negotiations encompasses identifying issues to bargain, recommending, drafting, and revising proposals, establishing parameters with the client, serving as our clients' lead negotiator (or in a supporting role if that better suits the client), briefing and taking policy direction from decision-making boards, coordinating public relations efforts to support the bargaining strategy, overseeing completion of final MOUs, and training managers regarding implementation of the revised MOUs. When necessary, we also lead the agency through the impasse and fact-finding.

After discussions with the management, we will develop and propose a negotiation procedure that best meets the employer's needs. Burke has the experience and capacity to provide all of

the services needed to complete negotiations, including but not limited to preparation of salary surveys, obtaining MOUs from comparable agencies, preparation of proposals for bargaining, presentations to the Board, etc. We tailor our approach to meet the needs of the employer. We are equally comfortable serving as lead negotiator, legal advisor at the table, or behind-the-scenes support.

As lead negotiators for public agencies, our attorneys are known state-wide for their creative and effective negotiation skills. Burke labor attorneys have developed a negotiating process for public agencies that focuses not only on the agreement itself, but also on an agreement that complements the on-going union-management relationship. We pride ourselves on our ability to enhance the relationship through the bargaining process, rather than to strain that relationship, even when negotiating about difficult issues.

Employment Litigation and Administrative Proceedings

One of our many strengths is the true depth and breadth of our experienced trial attorneys and public agency advocates. Members of the proposed team have tried cases to verdict in counties throughout the state. In addition, we have handled dozens of arbitrations, administrative hearings and complex writs. As reflected in the experience of the members of the proposed team, Burke represents its clients in both federal and state courts, administrative and governmental agency proceedings, arbitrations, and appeals. We also represent employers in disciplinary, grievance, and benefit proceedings. Each proposed member of the team has personally handled numerous employment discrimination and other employment matters. We have, time and time again, achieved superb results for our clients, through dismissals (e.g. demurrer, summary judgment), trial verdicts, and appellate decisions. Collectively, the members of our proposed team have handled hundreds of cases in state and federal court, and have tried approximately two hundred cases to jury verdict. In addition, we have handled several hundred administrative hearings, writs and appeals.

Our success is rooted in our commitment to building strong relationships with every member of the defense team, providing regular communication, and building consensus on the defense strategy. Understanding that every agency is unique, we invest time in developing a deep knowledge of the client, its mission, policies, structure and governance, practices and culture, specific rules and regulations, and expectations of defense counsel. Our familiarity with our public agency clients' needs and operations allows us to provide focused and effective assistance.

In litigated cases, we take a hands-on approach by personally investigating the underlying alleged incidents, interviewing key personnel, developing the key chronology, and ensuring all relevant evidence is preserved, as well as developing a comprehensive litigation strategy to minimize legal costs while providing an aggressive defense of our clients. We approach witness preparation with extreme care to ensure that each witness understands his/her role in the overall defense of the matter and is well-prepared and ready to provide his or her best testimony. Our well established relationships and in-depth knowledge of each of our public agency clients assists in formulating overall defense strategies and provides focused and effective support. Our approach to the litigation process narrows risk, eliminating issues and entire actions through targeted and effective motions and tactics.

Through the firm's hands-on training sessions, we train our attorneys on cutting edge litigation practices, the practical realities of litigation, and legal developments. We pride ourselves as being the firm of choice for clients facing challenging lawsuits and administrative hearings. Whenever a case goes to trial, we are able to draw upon our deep talent pool to prepare the best possible case.

PROJECT PERSONNEL

Johanna N. Canlas



Johanna Canlas has over 20 years of municipal law experience and currently serves as City Attorney for the communities of Coronado and Solana Beach. She has been their City Attorney for almost a decade and a half.

An experienced and knowledgeable advisor on the full range of public law issues, Johanna advises city councils, boards, commissions, and city staff in all areas of municipal law including labor and employment. Her proactive and deft approach in identifying legal issues and managing risks help her clients address them early and before they result into litigation.

Johanna has represented her clients before regional, state and federal agencies. She built relationships she can draw upon to facilitate open dialogue and reach common ground when available. While Johanna provides constructive and practical legal advice to her clients, she will zealously defend City decisions when needed.

Johanna has held leadership roles and collaborates with regional and statewide organizations to stay current on the latest legal developments that may impact the clients. She has helped City Councils recruit, negotiate and contract with new city managers and has helped her clients navigate difficult retirement, discipline, and dismissal of employees.

Johanna is proud of the long-lasting relationships she maintains with current and former clients.

Johanna received her J.D., *cum laude*, from the California Western School of Law and her B.A. from the University of California, Santa Barbara. She is a member of the San Diego County Bar Association, the Lawyers Club, and the City Attorney's Department Emergency Response Committee of CalCities (League of California Cities). Johanna is bilingual and speaks Filipino (Tagalog) fluently.

Timothy L. Davis



Timothy Davis is an equity partner of Burke and serves as Chair of Burke's Labor and Employment Law Practice Group. He has been with Burke his entire legal career, starting at the firm as a summer clerk in 1994. Tim has negotiated numerous labor agreements between cities and their employee groups, including police, fire, general employees, and management groups. Tim is also an experienced trial lawyer and has represented public employers in a variety of lawsuits. Additionally, his practice includes internal investigations of employment complaints involving discrimination and harassment, as well as grievances. He also trains Human Resources professionals and managers regarding proper investigation techniques. Tim's practice includes development of personnel rules and policies including discipline and grievance procedures, and the investigation of grievances. He advises management clients on labor and employment law compliance matters. He has also served as legal adviser during grievance proceedings. Tim's reported decisions include *Alhambra Police Officers Association v. City of Alhambra*, (2003) 113 Cal.App.4th, 413.

Tim has served as a lead negotiator in collective bargaining for the cities of San Diego, Roseville, Oakland (2009), Santa Cruz, Tracy, Rohnert Park, San Rafael, Burlingame, the Santa Cruz Port District, and he has advised numerous cities and public agencies throughout the state of California on collective bargaining issues.

Tim received his B.A. degree *cum laude* in Integral Studies from Saint Mary's College of California in 1992 and his J.D. degree from the University of the Pacific, McGeorge School of Law in 1995.

Susan E. Coleman



For over 28 years, Susan Coleman has represented agencies and law enforcement officials in over 50 civil jury trials in federal and state courts throughout California, with very successful results. Susan is an associate of the American Board of Trial Advocates (ABOTA). Susan worked for the Department of Justice, Office of the Attorney General, for over 13 years. Since then, she has represented various law enforcement agencies and their employees including but not limited to the State of California Department of Corrections; the cities of Modesto, Newport Beach, Simi Valley, Burbank, Hemet, Alhambra, Riverside, Oxnard, Pasadena and Los Angeles; the counties of Kern, San Bernardino and San Diego; and The Regents of the University of California. She specializes in civil rights and employment litigation defense.

Susan also has extensive experience with class action litigation, including several class actions on behalf of the Department of Corrections. She represented the Board of Parole Hearings in a lengthy bench trial involving the Americans with Disabilities Act (*Armstrong v. Davis*). Within the last few years, Susan has defeated class certification in two potential class action cases

involving multiple law enforcement agencies (LAPD/CDCR), and another involving an ankle-monitoring company, and she and Nate Oyster resolved a class action by LGBT inmates against West Valley Detention Center in San Bernardino County.

Lisa W. Lee



Lisa Lee has over 25 years of litigation experience and a strong background in constitutional law/civil rights litigation, employment litigation and criminal law. She is a trial lawyer who has successfully represented individuals, businesses, police officers and governmental entities in more than 90 jury trials throughout California.

Before joining Burke, Lisa worked as a Deputy City Attorney with the Los Angeles City Attorney's Office in the Police Unit for six years representing Los Angeles Police Department officers, as well as the Los Angeles Police Department and City of Los Angeles, in a variety of police civil rights matters in both state and federal court. She successfully litigated and tried numerous use of force matters, including officer involved shootings.

Prior to the City Attorney's Office, Lisa worked in private practice handling contracts and employment issues, and she began her career at the Ventura County District Attorney's office and Maui Prosecutors' Office prosecuting sex crimes and homicides.

Gena B. Burns



Gena Burns is a senior associate with Burke and has been practicing law for over 10 years. She graduated *cum laude* from UC Hastings, School of Law in 2010 and received her B.A. from the University of California, San Diego. She is a member of the City Attorneys Association of San Diego, the San Diego County Bar Association and the California Public Employers Labor Relations Association.

Gena has specialized in labor and employment law for the entirety of her legal career, with a focus on public sector employment law. She has helped guide cities and other public agencies on matters concerning equal employment opportunity laws, disability and family medical leave, sexual harassment, workplace violence, public employee benefits and retirement, employee discipline and disciplinary arbitrations, collective bargaining processes, and interpretation of labor contracts. Gena has represented clients in both state and federal court and has litigated several wage and hour cases, including FLSA violations. She conducts and oversees workplace investigations of all types.

Gena has extensive experience representing clients at hearings, such as before the Public Employment Relations Board, and at administrative arbitrations and disciplinary hearings. She has expertise in employee disciplinary matters, including those involving police officers and firefighters. She has also served as the legal advisor to several personnel boards and commissions. In fact, over the past year, she has worked closely with the City of National City as the legal advisor to the Civil Service Commission.

Gena has served as lead the lead negotiator for cities throughout California.

Gena has become a trusted adviser to many agencies in San Diego County, including the Cities of Coronado and the Solana Beach. City staff can always pick up the telephone and reach Gena to discuss the latest labor and employment legal developments or even for a sounding board. Gena is looking forward to developing a thriving relationship with the City and providing exceptional service.

For the past four years, Gena has volunteered to edit *The Municipal Law Handbook*. She has also delivered trainings to the League of California Cities and to the California JPIA. She also enjoys using her experience and knowledge to provide a variety workplace trainings.

SCHEDULE OF RATES

Burke's rate schedule is included in a sealed envelope and submitted with this proposal.

REFERENCES

We are proud of our service record with our clients. We encourage you to contact the existing client references listed below about the merits of Burke, its personnel, and its services.

Client References

Client Name and Address	Contact Tel Email
City of Coronado 1825 Strand Way Coronado, CA 92118	Tina Friend, City Manager 619.522.7337 (office) tina.friend@coronado.ca.us Blair King, former City Manager for the City of Coronado, current City Manager for the City of Bainbridge Island, WA 206.842.2545 bking@bainbridgewa.gov
City of Solana Beach 635 S Highway 101 Solana Beach, CA 92075	Gregory Wade, City Manager 858.720.2431 (office) gwade@cosb.org David Ott, Retired City Manager 858.354.1858 Otter0813@hotmail.com
City of Carlsbad 1200 Carlsbad Village Drive Carlsbad, CA 92008	Scott Chadwick, City Manager 760.434.4670 scott.chadwick@carlsbadca.gov

Client Name and Address	Contact Tel Email
County of San Diego 1600 Pacific Coast Hwy, Ste 355 San Diego, CA 92101	Lonnie Eldridge, County Counsel 619.531.4860 Lonnie.Eldridge@sdcounty.ca.gov
City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660	Aaron Harp, City Attorney 949.644.3309 aharp@newportbeachca.gov

Union/Employee Representative References

Name and Address	Contact Tel Email
Law Offices of James J. Cunningham, A.P.C. 10405 San Diego Mission Road, Suite 201 San Diego, CA 92108	James Cunningham 858.693.8833 jic@jimcunninghamlaw.com
Castillo Harper 6848 Magnolia Ave., #200 Riverside, CA 92506	Tiffany Moran, Labor Representative 909.466.5600 tiffany@castilloharper.com

ADDITIONAL INFORMATION

Burke, Williams & Sorensen, LLP is a California limited liability partnership. Burke is comprised of 25 owners under the leadership of a Management Committee and Managing Partner. Firm management includes owners who practice substantially or entirely in the area of municipal law, and the firm has a longstanding commitment to the needs of its municipal clients. Details of our firm are listed below.

Firm Name	Burke, Williams & Sorensen, LLP
Founded	1927
Point of Contact and Local Office Address	Johanna N. Canlas Burke, Williams & Sorensen, LLP 501 West Broadway, Suite 1600 San Diego, California 92101 Tel: 619.814.5813 Email: jcanlas@bwslaw.com
Number of Attorneys/Staff	136/60

Headquarters Office

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Tel: 951.788.0100 | Fax: 951.788.5785

San Francisco

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San Francisco, California 94111
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Oakland

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Oakland, California 94612
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Silicon Valley

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San Jose, California 95113
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Orange County

1851 East First Street, Suite 1550
Santa Ana, California 92705
Tel: 949.863.3363 | Fax: 949.863.3350

San Rafael

181 Third Street, Suite 200
San Rafael, California 94901
Tel: 415.755.2600 | Fax: 415.482.7542

Palm Desert

73-929 Larrea Street, Suite 4A
Palm Desert, California 92260
Tel: 760.776.5600 | Fax: 760.776.5602

Ventura County

2310 East Ponderosa Drive, Suite 25
Camarillo, California 93010
Tel: 805.987.3468 | Fax: 805.482.9834

Ability to Provide Local Service

If selected, Burke would serve the City primarily from its office in San Diego, where Johanna Canlas, Gena Burns and Susan Coleman are based.

In addition, regardless of office location, modern technologies affords us many platforms to allow contact as needed, whether by video conferencing, teleconferencing, or basic cell phone, email, or texts. The proposed core team will be readily available and accessible to the City at all reasonable times.

Principals and Officers of the Firm

A list of Burke’s equity partners and officers is below.

Name and Title	Telephone	Email
Gregory R. Aker	510.903.8829	gaker@bwslaw.com
Daphne M. Anneet	213.236.2802	danneet@bwslaw.com
Mark J. Austin	949.265.3418	maustin@bwslaw.com

Name and Title	Telephone	Email
Susan E. Bloch	510.903.8809	sbloch@bwslaw.com
Susan E. Coleman	619.814.5803	scoleman@bwslaw.com
Melissa M. Cowan	213.236.2829	mcowan@bwslaw.com
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Gregory B. Thomas	510.903.8862	gthomas@bwslaw.com
Eric S. Vail	951.801.6625	evail@bwslaw.com
John J. Welsh	213.236.2818	jwelsh@bwslaw.com
Samantha W. Zutler	415.655.8113	szutler@bwslaw.com

Years Providing Labor Law Services

Burke, Williams & Sorensen, LLP has been providing labor law services to municipalities for over 40 years.

Customer Service and Quality Assurance Philosophy

Our clients' needs are the driving purpose behind our philosophy on the provision of legal services. We are acutely aware that the legal profession is a service industry. As such, our first priority is to develop the working relationship that works best for the City.

The overriding determinant in the relationship has to be the client's desire — what does the City of National City want? The surest way to ensure productive working relationships is to establish the ground rules at the outset — who can authorize work, what the limits are of such authorization, who needs to be copied on the work, when the work needs to be completed, etc. Johanna Canlas will sit down with the City Attorney to establish those ground rules. Once established, ongoing communication is key to ensuring expectations are met and to the City's satisfaction.

The City Attorney or his designee will have telephonic access to the necessary team members at all times, and other Burke attorneys working for the City will coordinate with the City Attorney and appropriate staff to ensure prompt responses to communications.

It is our goal to provide a substantive response to routine questions immediately when possible and at all times within 48 hours. When a response requires additional research or review of documents, a response time will be arranged to fit the needs of the City. Typically, our average response time for more involved matters is between three and seven business days. There is no average time to perform substantive tasks like drafting agreements or modifying ordinances, as each of these situations differs in complexity and exigency. With this type of work, our goal is to respond to the City's needs in a way that is efficient but also provides an excellent work product.

Burke attorneys utilize smartphones, tablets, laptops, and the firm's remote server to seamlessly work from any location. The physical location of Burke's attorneys presents no barrier to timely responses.

Education on Best Practices

In recognition of our expertise, our attorneys are regularly invited to present at training conferences hosted by agencies such as the California Public Employers Labor Relations Association (CALPELRA), CalCities (the League of California Cities), California Joint Powers Insurance Authority (CJPIA), International Public Management Association for Human Resources (IPMA-HR), California Special Districts Association (CSDA), Southern California Labor Relations Council, and the Los Angeles and Orange County Bar Associations.

We also publish educational materials. In addition to publishing legal updates and authoring articles for publication by other agencies, Burke's labor and employment team publishes Legal Trends, which is an annually-updated treatise on California labor and employment law. Legal Trends has been distributed for over 20 years at CALPELRA, which is the largest public sector labor relations conference in the state.

Legal Research/Legislative Updates

We keep abreast of the ever-changing legal landscape, and we advise our clients of changes to be aware of in a variety of ways, depending on the circumstances. At times, it may be a phone call to advise the City Manager, City Attorney, or designee on recent developments in a pending litigation. At others, a more detailed notice is warranted. It is our practice to keep in regular communication with our clients and to be closely attuned to the issues each specific client faces. When significant developments occur that are relevant to all public sector employers, we frequently prepare a generic notice and then follow-up with each individual client to discuss how the development is relevant to the specific public agency.

To keep our public agency clients abreast of new and pending legislation and case law that may be applicable to their circumstances, we send electronic notices to inform our clients of legal hot topics.

Burke also publishes the widely circulated *Legal Trends*, an annual publication that summarizes the key developments in labor and employment law, especially designed for employers in the public sector.

Burke's Commitment to Diversity

To promote greater diversity and inclusion, Burke established a Diversity, Equity & Inclusion Committee. The DEI Committee has an independent annual operating budget, reports directly to the Firm's Management Committee, and provides regular updates to the Firm's Ownership. The DEI Committee has established four areas of emphasis, each of which has a subcommittee: (1) Education; (2) Recruitment; (3) Retention and Employee Morale; and (4) Civic Engagement. Participation in the DEI initiative has flourished, with lawyers and professional staff volunteering to chair sub-committees and ad hoc working groups addressing issues of specific interest to them. In 2021, more than one-third of the firm actively engaged in committee work and firm attendance at DEI events averaged 60-75%. With the entire firm working remotely for the better part of 2021, the DEI initiative played a key role in creating pathways for collaboration, connection, learning and support.

As of March 23, 2022, 22% of Burke's entire attorney team are people of color and 46% are women; 15% of Burke's non-owner partners identify as members of underrepresented groups and 42% women; and 16% of the equity partners are people of color and 36% women. 40% of Burke's professional administrative team are people of color and 77% women.

- 3 of the 5 members of the firm's Management Committee are women and/or a member of an underrepresented group.
- The 4-person Personnel Committee is chaired by a person of color and has 2 female committee members.
- Our Chief Administrative Officer is a woman and all of the firm's administrative managers are women or identify as non-white.
- In the previous 6 years, 7 of the 14 attorneys elevated to equity partner were women.
- Collectively, 55% of the firm's attorneys are women and members of underrepresented communities.
- Overall, 66% of the firm is comprised of women and people of color.

Burke is also a signatory of the 2021 San Diego County Bar Association's Diversity Pledge and is committed to elevating underrepresented attorneys in management and leadership. By signing this pledge, Burke has committed to complete a survey each year that describes progress towards achieving the following goals:

- hiring and retaining entry-level and lateral attorneys who substantially represent the diversity of the population of the County of San Diego and the surrounding region;

- promoting Underrepresented Attorneys to management, supervisory, executive, leadership, and similar senior positions;
- consider the participation of Underrepresented Attorneys who will staff a matter on behalf of the outside law firm; and
- regularly and actively participate in diversity and inclusion events, volunteer initiatives, and diversity pathway programs organized by the San Diego County Bar Association (SDCBA), SDCBA's Committee on Diversity and Inclusion (CDI), affinity bar associations, and other law-related organizations.

CONCLUSION

Burke has the experience, dedication, and resources to serve the City's needs ethically, efficiently, and cost-effectively. We will be happy to provide you with any additional information you require about our firm and welcome the opportunity to meet face-to-face to discuss Burke's capabilities and readiness to represent the City of National City. We appreciate your consideration of our proposal.

ATTACHMENT A – RESUMES



Johanna N. Canlas

Partner

San Diego

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San Diego, California 92101

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PRACTICE GROUPS

Environmental, Land Use, and Natural Resources

Labor and Employment

Litigation

Public

Real Estate and Business

EDUCATION

J.D., *cum laude*, California Western School of Law

B.A., University of California, Santa Barbara

ADMISSIONS

State Bar of California

United States District Court for the Southern District of California

AFFILIATIONS

San Diego County Bar Association
Lawyers Club

League of California Cities, City Attorney's Department Ad Hoc Emergency Response Committee

Johanna Canlas currently serves as City Attorney for the cities of Solana Beach and Coronado. She is General Counsel of the successor agencies to the Community Development Agency for the City of Coronado and the Solana Beach Redevelopment Agency. Johanna is also General Counsel to Solana Energy Alliance (SEA), the first Community Choice Energy in the San Diego region. Johanna serves as General Counsel to SBCS Corporation fka South Bay Community Services, a community-based nonprofit organization providing a comprehensive range of services for children, youth, and families in San Diego county.

Johanna represents clients in all matters affecting public agency and non-profit governance, from day- to-day decision-making and operations to long-term policy implementation. These include zoning and planning, environmental review and compliance, public contracting, labor and employment, real estate transactions, and intergovernmental relations.

Johanna is active with the League of California Cities and is a current member of the City Attorney's Department Ad Hoc Emergency Response Committee. She also served as the San Diego County Division Representative to the Legal Advocacy Committee. She is a past president of the City Attorneys Association of San Diego.

As a former prosecutor, Johanna has invaluable jury and court trial experience prosecuting California state and local municipal code violations. In addition to employing all judicial remedies available, she implemented and incorporated restorative justice and creative sentencing solutions to address the root causes of quality of life issues affecting local communities.

Johanna has proven an effective advocate for clients. She has represented them before regional boards, state permitting agencies, and federal regulatory bodies. She prioritizes her relationships with clients, many of which span more than a decade.

RESULTS

- *Haro v. City of Solana Beach*, 195 Cal.App.4th 542 (2011)

INSIGHTS

Presentations

"Avoiding Disastrous Responses to a Disaster: Recurring Topics During COVID-19," League of California Cities, October 16, 2020.



Timothy L. Davis

Partner

Pronouns: he, him, his

Silicon Valley

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San Jose, California 95113

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Timothy Davis is a partner in Burke, Williams & Sorensen's Silicon Valley office and is Chair of the firm's Labor and Employment Law practice group.

Tim has tried to verdict employment cases in both federal and state court, and has conducted over 70 employment arbitrations. Tim routinely defends employers in litigation matters in actions involving state and federal law, such as Title VII, the California Fair Employment and Housing Act, Americans with Disability Act, Age Discrimination and Employment Act, Family and Medical Leave Act, California Family Rights Act, California Pregnancy Disability Act, Public Safety Officers Procedural Bill of Rights, and wage and hour issues, including wage and hour class actions. He has represented employers in claims of wrongful termination, breach of fiduciary duty, breach of loyalty, unlawful interference with prospective economic advantage, unfair competition, and constitutional rights violations. His practice also includes the representation of employers before state, federal, and local administrative proceedings, including the Department of Labor, local civil service commissions, PERB, EEOC, and OSHA. Tim's reported decisions include *Alhambra Police Officers Association v. City of Alhambra*, (2003) 113 Cal.App.4th, 413.

Tim also represents both public and private employers as a lead negotiator during collective bargaining with their employee groups, including police, fire, general employees, and management groups. Additionally, his practice includes internal investigations of employment complaints involving discrimination and harassment, as well as the presentation of seminars on how to prevent discrimination and harassment and investigate allegations of discrimination and harassment. He also trains human resources professionals and managers regarding proper investigation techniques. His practice includes development of personnel rules and policies including discipline and grievance procedures, and the investigation of grievances. He advises management clients on labor and employment law compliance matters. He has also served as legal advisor during grievance proceedings.

Tim's commitment and experience in public law began in law school, where he co-authored the article, "Does a Public Law Attorney Owe a Duty to Third Parties?" which appeared in the Summer 1994 issue of the *Public Law Journal*.

RESULTS

- *Torrance et al. v. City of Alhambra*. Public Safety Officers Procedural Bill of Rights litigation. Prevailed at trial; employee writ and request for injunction denied; affirmed on appeal.
- *Flannagan v. City of Alhambra*. Police First Amendment litigation. Federal jury trial verdict for plaintiff limited to \$8,000 damages.

PRACTICE GROUPS

Labor and Employment
Litigation
Public

EDUCATION

J.D., University of the Pacific, McGeorge School of Law, 1995

B.A., *cum laude*, Integral Studies, Saint Mary's College of California, 1992

ADMISSIONS

State Bar of California
United States District Court for the Central District of California

- *Alhambra Police Officers Association v. City of Alhambra*. Public Safety Officers Procedural Bill of Rights litigation. Prevailed at trial; affirmed on appeal.

Employment-Related Litigation

- *Tony Reeves v. City of Alhambra*. Race discrimination litigation. Prevailed on summary judgment.
- *Anthony Jones v. City of Alhambra*. Race discrimination litigation. Prevailed on summary judgment.
- *Earl Botke v. City of Alhambra*. Race discrimination litigation. Prevailed on summary judgment.
- *Alhambra Firefighters Association v. City of Alhambra*. Employment litigation. Prevailed on summary judgment.
- *Edith Lopez v. City of Alhambra*. Police discrimination litigation - race, gender, religion. Settled at mediation.
- *Isaac Amey v. City of South Gate, et al.* Race discrimination/ harassment litigation. Settled at mediation.
- *Sonia Clayton v. City of South Gate, et al.* Pregnancy and gender discrimination litigation. Settled after mediation.
- *Armando Castillo v. Ventura County Community College Dist.* Race and age discrimination litigation. Settled at mediation.
- *Ray Centeno v. Ventura County Community College District.* Race discrimination and harassment litigation. Settled at mediation.

Arbitrations Involving Public Employee Claims

- *Peter Nava v. City of Alhambra*. Wrongful termination arbitration. Prevailed at arbitration; employee writ denied; affirmed on appeal.
- *Daniel Humphreys v. City of Alhambra*. Wrongful termination arbitration. Prevailed at arbitration; employee writ denied.
- *Philip Sheriden v. City of Alhambra*. Wrongful termination. Prevailed at arbitration; employee writ denied.
- *Pfau v. City of Alhambra*. Employment arbitration. Prevailed at arbitration.
- *Jose Feliciano v. City of Glendale*. Wrongful demotion arbitration. Prevailed at arbitration.
- *Mike Briedert v. City of Santa Clarita*. Wrongful termination. Prevailed at arbitration.
- *R.P. Brar v. City of Banning*. Wrongful termination. Prevailed at arbitration; writ of mandate denied.
- *Cecelia Costlano v. City of Moorpark*. Wrongful suspension and wrongful termination. Prevailed at arbitration on both matters.
- *Celia Hernandez v. City of Moorpark*. Wrongful termination arbitration. Prevailed at arbitration.
- *Anthony Smith v. City of Chino Hills*. Wrongful termination arbitration. Prevailed at arbitration.
- *Michael Johnson v. Port Hueneme*. Wrongful termination arbitration. Prevailed at arbitration.
- *John Harbor v. City of Santa Paula*. Wrongful termination. Prevailed at arbitration.
- *Larry Blinn v. Port Hueneme*. Wrongful termination. Prevailed at arbitration.
- *Israel Reyes v. Port Hueneme*. Wrongful termination. Prevailed at arbitration.
- *Myrna Kassack v. City of Hemet*. Termination. Prevailed at arbitration; upheld on writ before in Superior Ct.

INSIGHTS

Presentations

“Health Insurance Opt-Outs After the Affordable Care Act and Flores v. City of San Gabriel Decision,” County Counsels' Association of California Employment Law Conference, Santa Barbara, November 2016

“Essentials of Workplace Investigations,” CALPELRA Annual Training Conference, Monterey Conference Center, November 2016

“Firefighters Procedural Bill of Rights and the Police Officer Bill of Rights: At the Intersection of Labor Relations and POBR/FPBRA,” CALPELRA Annual Training Conference, Monterey Conference Center, October 2015

“Going with the Flow: Managing Multiple Bargaining Units to Obtain Optimal Settlements,” CALPELRA Annual Training Conference, Monterey Conference Center, November 2014

“Preparing for Factfinding: Tools to Navigate the Impasse Process Under the MMBA,” CALPELRA Annual Training Conference, Monterey Conference Center, November 20, 2013

“Preparing for Factfinding: Tools to Navigate the Impasse Process Under the MMBA,” County Counsels Association of California Employment Law Fall Conference, November 7, 2013

“Negotiating Changes to Pension Benefits,” San Diego Taxpayers Association, September 12, 2013

“Predict a Better Future: Dealing with Difficult Employees,” 2013 Western Region IPMA Annual Training Conference, May 1, 2013

“Creating Effective Documentation,” California Joint Powers Insurance Authority's Human Resources Academy, April 23, 2013



Susan E. Coleman

Partner

Pronouns: she, her, hers

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PRACTICE GROUPS

Labor and Employment
Litigation
Public

EDUCATION

J.D., Santa Clara University, 1994
B.A., Whitman College, 1991

ADMISSIONS

State Bar of California
Supreme Court of the United States
United States Court of Appeals for the Ninth Circuit
United States District Court for the Central, Eastern, Northern, and Southern Districts of California
United States District Court for the District of Colorado

AFFILIATIONS

American Board of Trial Advocates, Associate
President, Federal Bench Executive Committee, California State Bar – 2016, Vice President - 2015, and member 2012-2014
Member, Public Safety Committee, League of California Cities, 2013 - 2014

RECOGNITIONS

“Outstanding Achievement in Client Representation” award from Attorney General Jerry Brown in 2006 (received by 1 person annually in the Civil section of the CA Dept of Justice)
Fellow, Litigation Counsel of America, Trial Lawyer Honorary Society

Susan Coleman is a Partner at Burke, Williams & Sorensen LLP with 27 years litigation experience and a strong background in constitutional law/civil rights litigation and employment law. Susan has defended individuals and officials, governmental entities and corporations in 50 civil jury trials in federal and state courts throughout California, with very successful results (over 95% defense verdicts). Susan is an associate of the American Board of Trial Advocates (ABOTA).

Susan worked for the Department of Justice, Office of the Attorney General, for over 13 years. Since going to private practice, Susan has represented various entities such as the cities of Alhambra, Burbank, Hemet, Long Beach, Los Angeles, Modesto, Newport Beach, Pasadena, Simi Valley, Stockton and Riverside; the county of San Bernardino; the GEO Group; Management & Training Corporation; Alcohol Monitoring Systems Inc., the Bureau of Prisons, the California Department of Corrections and Rehabilitation, and those entities’ individual employees and executives.

Susan also has extensive experience with class action litigation, including several class actions on behalf of the Department of Corrections, and she represented the Board of Parole Hearings in a lengthy bench trial involving the Americans with Disabilities Act (*Armstrong v. Davis*). In the last few years, Susan has defeated class certification in cases for various clients.

Susan has specialties in certain unique areas of law including officer-involved shootings and other uses of force, alleged wrongful conviction cases and ankle-monitor related litigation (for companies such as AMS, B.I. Inc., and LCA Inc.). She also conducts personnel investigations as needed for clients.

Susan has consistently taken measures to ensure excellent representation of her clients in a cost-effective manner. For example, she recommends LVN review and summary of medical records (providing a medical expertise at a fraction of attorney billing rates); she keeps brief banks on common areas of law in order to avoid re-inventing the wheel for each case; and she takes every effort to eliminate defendants and/or claims from the case at the earliest opportunity, prevailing on many cases at the motion to dismiss or demurrer stage. While many cases cannot be defeated at the initial motion stage, Susan has had excellent results in prevailing in summary judgment and at trial. She is also in favor of, and actively pursues, measures to decrease future litigation, such as pursuing the award and recovery of costs after prevailing, having plaintiffs declared as vexatious litigants where appropriate, or seeking recovery of fees and costs under FRCP 41(d) for prior lawsuits when there are successive similar lawsuits.

During law school, Susan served as Articles Editor for the Santa Clara Law Review. In addition, she held a clerkship for the California Court of Appeal, Fourth District for Justice J. Smith. After obtaining her J.D., Susan attended San Francisco State University's Master's in Tax program from 1994-1996, completing all but thesis.

RESULTS

- Yadkouri v. Walmart, LA Superior Court, Case No. BC620135, verdict on 10/15/19. Opposing counsel: David DeRubertis and Amir Mostafavi of The deRubertis Law Firm. Issues: gender, age, race, and national origin discrimination, failure to prevent discrimination, and wrongful termination. Defendant: Walmart Stores, Inc.
- Tedrick v. Walmart, LA Superior Court, Case No. BC58996, verdict on 5/19/2017. Opposing counsel: Irving Morris, Carney Shegarian. Issues: gender discrimination, wrongful termination, failure to prevent discrimination. Defendant: Walmart Stores, Inc.
- Branch v. Umphenour, U.S. District Court, Eastern District (Fresno). Case No. 08-cv-016555-SAB, verdict on 1/31/2017. Issues: alleged excessive use of force and failure to protect under the Eighth Amendment. Defendant: Officer Umphenour (employee of CDCR).
- Smith v. City of Los Angeles, et al, U.S. District Court, Central District. Case No. 2:14-cv-07435-BRO-FFM, verdict on 1/11/2017. Opposing counsel: Deirdre L. O'Connor, Catherine E. Sweetser. Issues: wrongful conviction (plaintiff spent 19 years in prison until the percipient witness to a drive-by shooting recanted his testimony), fabrication of evidence, violation of Brady, Manson-Biggers, and Devereaux. Defendants: Detectives Block, DePasquale (retired LAPD detectives).
- Jordan, Wetmore & Moler v. County of San Bernardino, San Bernardino Superior Court, Case No. CIVDS1411180, verdict on 10/11/2016. Opposing counsel: Chris Gaspard, Corey Hall. Issues: whistleblower retaliation (Labor Code 1102.5), constructive discharge. Defendant: County of San Bernardino, Sheriff's Department.
- Barker v. Yassine, U.S. District Court, Eastern District (Sacramento). Case No. 11-cv-00246-AC, verdict on 8/24/2016. Opposing counsel: Stephanie Ross, Scott Lynn Hubbard of the Disabled Advocacy Group. Issues: alleged excessive use of force on a disabled inmate. Defendant: Officer Yassine (employee of CDCR).
- Wabakken v. CDCR, et al., U.S. District Court, Central District, Case No. 12-cv-01503-GW, verdict on 8/02/2016. Opposing counsel: Derek Anderson. Issues: whistleblower retaliation (Govt Code), wrongful termination, First Amendment retaliation. Defendant: Officer Morgan (retired CDCR correctional officer).
- Cordero v. Officer Vaeoso, et al., U.S. District Court, Central District, Case No. 10-cv-01935-PJW, verdict on December 11, 2015. Opposing counsel: Darrin Beffa, Jodie Cheng, Karen Younkins, and Jason Kelly of Kirkland & Ellis, LLOP. Issues: alleged excessive use of force under the Fourth Amendment, failure to intervene, and conspiracy. Defendants: Officers Caballero, Flores, and Vaeoso (employees of Hemet Police Department).

INSIGHTS

Presentations

"Gender Issues from the Law and Order Perspective," League of California Cities Spring City Attorney's Conference, May 4, 2018, co-presented with Beverly Hills Police Chief Donna Spagnoli

"Winning Trial Practices: How to Tackle Your Opponent's Expert Through Cross-Examination," Beverly Hills Bar Association, December 6, 2016

"When Criminal and Civil Litigation Collide: How to Protect Civil Clients from Criminal Mistakes," League of California Cities Annual Conference, September 20, 2013

"Police Liability: Use of Force Lawsuits," ICRMA – Police Chiefs' Forum, March 12, 2013

"Police Liability: Use of Force Lawsuits," California Association of Joint Power Authorities (CAJPA), Litigation, Insurance and Tort Liability Program, Sacramento November 7, 2012, Orange County November 14, 2012

State Court Practitioners' Playbook for Mastering Federal Court, The State Bar of California 85th Annual Meeting, October 13, 2012, Panel Presentation with civil rights plaintiff's attorney Brian Dunn and U.S. District Court Judge Lucy Koh

Guide to Understanding Use of Force Lawsuits, League of California Cities Annual Conference, September 6, 2012, Panel Presentation with City of Los Angeles Chief Assistant City Attorney Gary Geuss and San Bernardino County Undersheriff Robert Fonzi

Publications

Editor and Contributor to Monthly Newsletter regarding law enforcement liability issues, "*Burke Beat*" on firm website at www.bwslaw.com (formerly "*Prison Break*")

"Negotiating Prison Hunger Strikes? Just Say No," *Public Law Journal*, Vol. 35, No. 1 (Winter 2012)

"Protecting Landlord Control of Transfers: The Status of Sole Discretion Clauses in California Commercial Leases," *Santa Clara University Law Review*, Vol. 35, No. 3, Spring 1995

Stormy Seas?: New Oil Pollution Laws of the West Coast States, *Santa Clara University Law Review*, Vol. 34, No. 3, Spring 1994



Lisa W. Lee

Partner

Los Angeles

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Los Angeles, California 90071

ilee@bwslaw.com

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213.236.0600 T

PRACTICE GROUPS

Litigation
Law Enforcement Defense
Labor and Employment

EDUCATION

J.D., McGeorge School of Law, 1996
B.A., San Jose State University, 1993

ADMISSIONS

State Bar of California
Hawaii State Bar
United States Court of Appeals for the
Ninth Circuit
United States District Court for the Central
District of California

Lisa Lee is a partner at Burke, Williams & Sorenson, LLP with over 25 years of litigation experience and a strong background in constitutional law/civil rights litigation, contract litigation, employment litigation and criminal law. She is a trial lawyer who has successfully represented individuals, businesses, police officers and governmental entities in more than 90 jury trials throughout California.

Lisa worked as a Deputy City Attorney with the Los Angeles City Attorney's Office for six years representing Los Angeles Police Department officers, as well as the Los Angeles Police Department and City of Los Angeles, in a variety of police civil rights matters in both state and federal court. She successfully litigated and tried use of force matters, including officer involved shootings.

Lisa spent nine years in general civil practice where she served as advisory counsel for small businesses, as well as successfully litigating tort, contract and employment litigation matters. Lisa also provided administrative, legal compliance and regulatory advice for business clients, including ordinance and municipal code matters.

Lisa was a criminal prosecutor for nine years with the Ventura County District Attorney's Office and the Office of the Prosecuting Attorney in Maui, Hawaii where she prosecuted sex crimes, homicides, and serious and violent felonies. She also investigated officer involved shootings and provided training for new prosecutors and law enforcement.

Lisa is dedicated to providing her clients with zealous and cost-effective representation. She has routinely and successfully resolved many cases without the necessity for trial by utilizing assertive case strategies which drive down the settlement value of matters. Lisa has also obtained favorable results for her clients through pretrial motions, including motions for summary judgment.



Gena B. Burns

Senior Associate

San Diego
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Pronouns: she, her, hers

Gena Burns is a senior associate in Burke's Labor and Employment and Public Law Practice Groups. Gena provides advice and assistance to the firm's clients regarding all aspects of labor and employment law.

Gena regularly advises clients and litigates matters concerning equal employment opportunity laws, disability and family medical leave, wage and hour issues (including class actions and PAGA claims), sexual harassment, workplace violence, public employee benefits and retirement, employee discipline and disciplinary arbitrations, collective bargaining processes, and interpretation of labor contracts. She has represented clients in both state and federal court.

Gena has extensive experience with employee disciplinary hearings and has served as counsel to the San Diego County Civil Service Commission. Gena has also served as lead negotiator for public agencies. She has successfully handled cases before the Public Employment Relations Board and the National Labor Relations Board. Gena has experience counseling clients with respect to workplace and compliance issues including employee terminations, reductions-in-force, the Meyers-Milias-Brown Act, CalPERS, the Public Safety Officers Procedural Bill of Rights Act and the Firefighters Procedural Bill of Rights Act. She has developed handbooks and regularly reviews and drafts personnel policies and procedures. Gena delivers training on labor and employment related matters. Gena conducts independent investigations of complaints involving discrimination, harassment, retaliation, and workplace misconduct.

Gena graduated *cum laude* from the University of California, Hastings College of the Law. While in law school, she was a member of the UC Hastings Business Law Journal and studied at the University of Leiden in the Netherlands.

RESULTS

Gena obtained a favorable published ruling from the Fourth Appellate District Court of Appeal in *Southcott v. Julian-Cuyamaca Fire Protection*, 32 Cal.App.5th 1020 (2019).

Publications

“Harsh Lessons From the Rule 26 Trenches”, *Orange County Association of Business Trial Lawyers*, Vol. XIV, No. 4; law360.com, January 2013.

Reviewer, *The California Municipal Law Handbook*, 2017-2020.

PRACTICE GROUPS

Labor and Employment
Public

EDUCATION

J.D., University of California, Hastings College of the Law, 2010
B.A., University of California, San Diego, 2003

ADMISSIONS

State Bar of California
United States Court of Appeals for the Ninth Circuit
United States District Court for the Central District of California
United States District Court for the Eastern District of California
United States District Court for the Northern District of California
United States District Court for the Southern District of California

AFFILIATIONS

California Public Employers Relations Association
City Attorneys Association of San Diego

Practice Groups

Construction Law
Education Law
Environmental, Land Use
& Natural Resources
Intellectual Property
Labor & Employment Law
Litigation
Public Law
Real Estate & Business

Locations

Los Angeles
Inland Empire
Marin County
Oakland
Orange County
Palm Desert
San Diego
San Francisco
Silicon Valley
Ventura County

800.333.4297

www.bwslaw.com

burke

BURKE, WILLIAMS & SORENSEN, LLP

Exhibit B

SCHEDULE OF RATES

We believe that the rates quoted below are reasonable and competitive.

Hourly Rates

Staffing	Hourly Rate
Attorneys	\$340
Paralegals	\$195

Adjustments

The rates for legal services quoted in this proposal will remain in effect for the first year of the contract. Thereafter, unless otherwise negotiated, rates are adjusted based on a standard annual adjustment upon consultation with the City Attorney and approved by the City Council as part of the Council's standard budget adoption process, equal to the greater of the average Consumer Price Index for the previous four quarters.

Reimbursements

We routinely charge our clients for our direct out-of-pocket expenses and costs incurred in performing the services. These costs and expenses commonly include such items as reproduction of documents, facsimile, mileage reimbursement for travel at the IRS approved rate, and other costs reasonably and necessarily incurred in performing services for the District. We do not charge a service fee or overhead for cost reimbursement items. We also do not charge for computer or word processing time. Reimbursement amounts may be adjusted annually.

Expense	Rate
In-house reproduction charges	
black and white	20¢ per page
color	\$1 per page
Mileage (Outside of San Diego County)	58.5¢ per mile (or current IRS rate)
Facsimile	\$1 per page
All other costs reasonably and necessarily incurred in performing services for the City	at cost

Billing Format and Procedure

Bills are sent out each month invoicing charges for the prior month. Fees for our services are charged in increments of 1/10th of an hour. The bills provide a specific description of the work performed by all attorneys, the time actually spent on the work item, and the billing rate of the attorney. These bills also contain itemized descriptions of any out-of-pocket expenses incurred during the prior month.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR EMPLOYMENT AND LABOR LAW LEGAL SERVICES WITH BURKE WILLIAMS & SORENSEN, LLP IN THE NOT-TO-EXCEED AMOUNT OF \$50,000.00.

WHEREAS, the City of National City (“City”) engages outside legal support for specialized areas; and

WHEREAS, on April 5, 2022, the City Council approved Resolution No. 2022 – 49 authorizing the City Attorney’s Office to issue a Request for Qualifications (“RFQ”) for Employment and Labor Law legal services. The RFQ for Employment and Labor Law legal services was advertised by the City on April 6, 2022 with a deadline of May 5, 2022. By the deadline, 8 responses were received in total; and

WHEREAS, City staff recommends City Council authorize the City Manager to execute an Agreement for Employment and Labor Law legal services with Burke Williams & Sorensen, LLP in the not-to-exceed amount of \$50,000.00.

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

Section 1: Approves and authorizes the City Manager to execute an Agreement for Employment and Labor Law legal services with Burke Williams & Sorensen, LLP in the not-to-exceed amount of \$50,000.00.

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

PASSED and ADOPTED this 21st day of June, 2022.

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, California, authorizing the Mayor to execute an Agreement with Olivarez Madruga Law Organization, LLP for Employment and Labor Legal Services. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: 6/21/2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing the City Manager to execute an agreement with Olivarez Madruga Law Organization, LLP for Employment and Labor Legal Services.

PREPARED BY: Charles E. Bell, Jr., City Attorney

DEPARTMENT: City Attorney

PHONE: (619) 336-4220

APPROVED BY: 

EXPLANATION:

Explanation is attached.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

HR Professional Services Expenditures:
001-407-083-200 |

ENVIRONMENTAL REVIEW:

This action does not constitute a project under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2).

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

STAFF RECOMMENDATION:

Adopt Resolution approving the City Manager to execute an agreement with Olivarez Madruga Law Organization, LLP for Employment and Labor Legal Services

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Staff Report
- Request for Qualifications
- Agreement
- Resolution



CITY OF NATIONAL CITY STAFF REPORT

DATE: June 21, 2022

TO: Mayor and City Council

FROM: Charles E. Bell, Jr., City Attorney

SUBJECT: Resolution of the City Council of the City of National City, California, authorizing the City Manager to execute an agreement with Olivarez Madruga Law Organization, LLP for Employment and Labor Legal Services.

The contract will provide Employment and Labor Law legal services for the City of National City ("City"). Specific responsibilities would include, but are not limited to: 1) advise the City on all aspects of labor and employment law, including disciplinary matters, the impacts of current and proposed legislation, and the impacts of recent or pending court rulings, 2) review and provide advice on labor and employment policies, reports, and documents, 3) draft labor and employment policy reports and documents on behalf of the City, 4) prepare training materials for City personnel, including the City Council, 5) represent the City in meetings with internal employee bargaining groups and outside agencies, such as the State of California Public Employee Relations Board ("PERB").

On April 5, 2022, the City Council approved Resolution No. 2022 - 49 authorizing the City Attorney's Office to issue a Request for Qualifications ("RFQ") for Employment and Labor Law legal services. The RFQ for Employment and Labor Law legal services was advertised by the City on April 6, 2022 with a deadline of May 5, 2022. By the deadline, 8 responses were received in total.

Of the 8 responses received, the City Attorney's Office has selected 4 to execute agreements with regarding Employment and Labor Law legal services. Olivarez Madruga Law Organization, LLP is one of the 4 selected by the City Attorney's Office.

Therefore, staff recommends awarding a contract to Olivarez Madruga Law Organization, LLP in the not-to-exceed amount of \$50,000.00 for a term beginning on the effective date until June 21, 2027. Olivarez Madruga Law Organization, LLP is a minority owned law firm composed of over 30 attorneys that have extensive experience representing municipalities and public agency clients all while providing exemplary services. Olivarez Madruga Law



REQUEST FOR QUALIFICATIONS FOR EMPLOYMENT AND LABOR LEGAL SERVICES

1. INTRODUCTION

The City of National City (“City”) is a general law city which operates under a council-manager form of government. The City Council has an elected Mayor, Vice Mayor, and three Councilmembers who are elected at large for a term of four years. The citizens of National City also elect the City Treasurer and City Clerk.

The City Council is responsible for setting policies, enacting ordinances, adopting the budget, reviewing the General Plan, appointing committees, and appointing the City Manager and City Attorney. The City Manager is responsible for carrying out policies and ordinances of the City Council, appointing City department heads, and overseeing the day-to-day operations of the City. National City is organized into the departments of City Manager, City Clerk’s Office, City Attorney’s Office, Building, Planning, Engineering/Public Works, Finance, Fire, Police, Housing & Economic Development, Community Services, Information Technology, Library, Neighborhood Services, and Human Resources. The City’s total all funds budget is \$107.8 million, and the workforce consists of approximately 360 employees. For more information on the City of National City, please visit their website at: www.nationalcityca.gov

2. THE COMMUNITY

The City of National City was incorporated in 1887 and is a full service, general law city serving a vibrant, socio-economically diverse community. National City’s multi-cultural population, mild climate and central location make National City a great place to live and work. The spirit of National City is a welcoming one, and the residents take great pride in its rich history and traditions, diverse cultures, dynamic and progressive atmosphere, strong community spirit, schools, neighborhoods and vibrant business districts.

National City, San Diego County’s second oldest city is centrally located in the South Bay region of the San Diego metropolitan area, in southwestern San Diego County. National City is truly “In the center of it all.” A thriving bi-national region of 5 million consumers, the City’s competitive edge is its central location, transportation network, and business industry.

RFQ for Legal Counsel
Employment and Labor

National City is positioned for prosperity, with proximity to the San Diego Bay, US-Mexico border, downtown San Diego, international airport, rail, San Diego State University, and other colleges and universities. Adjacent to the San Diego Bay, National City can be easily accessed by interstates 5 and 805, and highways 54 and 15. The San Diego Trolley and the Metropolitan Transit System (MTS) services National City 7 days a week. The robust transportation resources conveniently connect the City to the region.

National City is home to over 3,000 businesses – a remarkable number for a city with a population of slightly over 61,000. A variety of industries, ranging from small family-owned operations to multi-million-dollar corporations can be found in National City. The National City Marine Terminal, part of the Unified Port of San Diego, is the most advanced vehicle import and export facility on the West Coast, processing more than 270,000 vehicles annually. Lumber is also imported from the Pacific Northwest for construction use throughout the region. National City’s port area extends three miles along San Diego Bay and is part of the largest U.S. Navy installation on the West Coast.

National City’s 87.2 acres of park land exceeds the statewide norm. The City’s four sprawling major parks include El Toyon Park, Kimball Park, Las Palmas Park, and Sweetwater Heights Park, plus the National City Golf Course. The National City recreation division provides programs at the Las Palmas Olympic-sized pool as well as at six recreation centers. The City has 10 elementary schools, 2 middle schools, 1 high school, and 1 community college.

1.1. Purpose of Invitation

This Request for Qualifications (“RFQ”) is focused on obtaining the services of a professional, highly qualified attorney to lead as-needed, general legal services regarding labor and employment law matters.

Interested and qualified firms who have demonstrated their ability at comparable work are invited to submit their qualifications.

Submittals, requests for information, or questions relative to this Request for Qualifications should be addressed to:

City Attorney
City of National City
1243 National City Blvd.
National City, CA 91950
619-336-4220
attorney@nationalcityca.gov

RFQ for Legal Counsel
Employment and Labor

1.2 Submittal Deadline

Qualifications will be accepted until May 5, 2022. The submittal must include one original and one copy.

1.3 Contract Length

The agreement will be effective on date fully executed and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days' written notice to the other.

1.4 Scope of Services

The City of National City is seeking an attorney to perform the full range of services related to general legal services regarding labor and employment law matters. Specific responsibilities include, but are not limited to:

1. Advise the City on all aspects of labor and employment law, including disciplinary matters, the impacts of current and proposed legislation, and the impacts of recent or pending court rulings.
2. Review and provide advice on labor and employment policies, reports and documents and reports.
3. Draft labor and employment policies reports and documents on behalf of the City.
4. Prepare training materials for City personnel, including the City Council.
5. Provide trainings to City personnel, including the City Council.
6. Represent the City in meetings with internal employee bargaining groups and outside agencies such as the State of California Public Employee Relations Board (PERB).

2.0 SUBMITTAL REQUIREMENTS

The respondent shall follow the format specified below. Each section should be tabbed and labeled in the order shown below.

2.1 Submittal Cover

The cover shall include the title, submittal due date, name, address, telephone and fax numbers, and e-mail address of the principal contact.

2.2 Table of Contents

The table of contents shall be complete and clear.

2.3 Cover Letter

The letter shall be brief. Any changes to the submittal format or deletions of requested material should be explained in the cover letter. The letter should also include the location of the office(s) in which the proposed attorney(s) is located.

2.4 Statement of Understanding and Proposed Methodology

The respondent shall provide a written narrative that demonstrates an understanding of this invitation and a proposed methodology for implementing the Scope of Services, provided above in Section 1.4.

2.5 Project-Related Experience

This section shall include examples of respondent's experience in the past ten years specifically related to the Scope of Services. This section should also describe respondent's experience in the following areas:

- Advise the City on all aspects of labor and employment law, including disciplinary matters, the impacts of current and proposed legislation, and the impacts of recent or pending court rulings.
- Review and provide advice on labor and employment policies, reports and documents and reports.
- Draft labor and employment policies reports and documents on behalf of the City.
- Prepare training materials for City personnel, including the City Council.
- Provide trainings to City personnel, including the City Council.
- Represent the City in meetings with internal employee bargaining groups and outside agencies such as the State of California Public Employee Relations Board (PERB).

2.6 Project Personnel

A resume for each attorney proposed to perform as legal services should be provided with their relevant municipal employment law and labor experience.

2.7 Insurance

Respondent shall be required to comply with all the insurance requirements required under the contract, a sample of which is attached hereto.

2.8 Schedule of Rates

Respondent shall include a "Schedule of Rates" in a sealed envelope, including rates for all of the personnel that may provide services under this contract.

2.10 References

The listing of other clients represented is critical and contact information should be provided for reference checks. Please provide at least three public sector clients and three union/employee representatives (if applicable) as references for each professional proposed in Section 2.6. Include each reference's name, address, and telephone number. In addition, provide a list the municipalities your firm, and in particular, the proposed attorney, provided similar services for within the past three (3) years.

2.9 Additional Required Information

The following information should also be provided:

- Type of firm: individual, partnership, or corporation.
- Organizational structure of the firm, history, including number of years in existence, number and location of offices, total number of employees.
- Describe the ability of your firm to provide local service to the City.
- Names and titles of all principals/officers of the firm (name, title, phone number).
- How many years has your firm been providing labor law services to municipalities?
- Describe the firm's philosophy about customer service and quality assurance.
- Describe your firm's resources or methods to provide education on best practices, trends or hot topics.
- Describe the organization's legal research capabilities and how you communicate legislative updates to your clients.

- Describe your firm’s commitment to diversity in both your employment practices and in client relations.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Criteria

The responses will be evaluated based upon the following:

- Respondent’s submittal demonstrates an understanding of the Scope of Services.
- Respondent’s knowledge of the law regarding labor and employment law matters.
- Availability and accessibility, including the location of the office that will be servicing the City of National City.
- The experience, professional credentials and references of those who will be advising the City of National City.
- Respondent’s commitment to diversity in both your employment practices and in client relations.

3.2 Submittal Selection Process

A selection committee will review the submittals and “short-list” the most qualified respondents. This committee may then choose to interview selected respondents. The proposed attorney(s) from the law firm must attend. Thereafter, a recommendation will be made for a final decision.

3.3 Submittal Schedule

Distribution/Advertisement	April 6, 2022
Deadline for response	May 5, 2022
Interviews	week of May 16, 2022
Selection and Recommendation	May 26, 2022
City Council Approval	June 7, 2022

3.4 Legal Services Agreement

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

Before the City executes a contract, the selected firm shall furnish the City certificates evidencing insurance, as required by the City. The City shall be named as additional insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

4.0 DECLARATIONS AND ADDITIONAL INFORMATION

4.1 The City of National City Rights Regarding this Invitation

The City reserves the right to reject all submittals for any reason without indicating reasons for said rejection. The City accepts no financial responsibility for any costs incurred by respondent. Issuance of this Request for Qualifications does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.

The City reserves the right to waive any irregularities or informalities in the proposal or proposal process. The City retains the right to reject all submittals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent.

4.2 Acknowledgement of Amendments

Each firm receiving a copy of this shall acknowledge receipt of any amendment to this Request for Qualifications by signing and returning the amendment with the completed proposal. The acknowledgment must be received by the City of National City at the time and place specified for receipt of qualifications.

4.3 Right to Cancel

The City reserves the right to withdraw or cancel, for any or no reason, at any time, in part or in its entirety, this RFQ, including but not limited to: selection schedule, submittal date, and submittal requirements.

4.4 Variations in Scope of Work

The City may materially change the scope of services by way of amendment to this RFQ, signed by the City Clerk. The City may waive the written requirement for a variation in the scope of services if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

4.6 Applicable Laws

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation related to the contract or this RFQ shall be brought in the State of California, with a venue of the San Diego Superior Courts. The firm awarded the contract shall comply with all applicable Federal, State, and local laws and regulations.

4.7 Public Information

All documents received by the City are considered public records and will be made available after the RFQ selection for public inspection and copying upon request.

4.8 Compensation

The respondent agrees, if selected, that compensation shall be governed by the terms set forth and agreed to in the Legal Services Agreement.

4.9 Independent Contractor Status

The respondent agrees, if selected, that he or she shall perform the services as independent contractor(s) and not employee(s) of the City. The City shall not be considered the employer of respondent. The respondent understands, if selected, the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits.

4.10 Indemnification

The respondent agrees, if selected, to indemnify and hold harmless the City and all its officers and employees from any and all liability, claims, costs, including reasonable attorney's fees, demands, damages, expenses, and causes of action as outlined in the contract.

4.11 Examination of Solicitation

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with

work required in the solicitation and is capable of performing quality work and to achieve the objectives of the City.

5.0 APPENDICES

Appendix A – Sample Agreement

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
[FULL LEGAL COMPANY NAME]**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and _____, a law corporation (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to assist in representing the CITY in connection with litigation and government claims issues, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on _____ and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: consultation with the City Attorney and Risk Management on Government Claims, defense of the City on litigated matters, advice and counsel to the City Council, and communications with City staff as per the Proposal Letter attached as Exhibit A (“LEGAL SERVICES”). In addition, the City may increase the scope of work with the FIRM’s agreement, and such additional work will be confirmed via a letter that shall bring such work within the scope of this agreement. It is expected that the FIRM will work with the City Attorney and CITY staff.

Article 4. Compensation. Compensation paid under this Agreement shall be as set forth in the Proposal Letter attached as Exhibit A.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY’S approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed _____ for LEGAL SERVICES and out-of-pocket

disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference (“telephone call re: trial brief,” “interview in preparation for deposition”).

(e) The biller’s professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY’S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY’S representative may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or

the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

Article 5. Independent Contractor. The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services. Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 6. Confidentiality of Work. All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

Article 7. Compliance with Controlling Law. The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 8. Acceptability of Work. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance or the compensation payable to the FIRM.

Article 9. Indemnification. The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

Article 10. Insurance. The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to the “location”. The “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

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

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

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the FIRM does not keep all insurance policies required by this Article 10 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 10, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Article 11. Drug Free Work Place. The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 12. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

Article 13. Notification of Change in Form. The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an

individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

Article 14. Notices. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

cc: Executive Assistant to the City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

and to: [Insert Email Address]
[Insert Email Address]

Notice to the FIRM shall be addressed to:

[insert Firm information here]

Nothing contained in this agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Article 15. Administrative Provisions.

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

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

C. *Headings.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this

Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

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

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

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

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2022.

CITY OF NATIONAL CITY

[insert name of firm]

(Corporation – signatures of two corporate officers)

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
[insert name and title]

APPROVED AS TO FORM:

By: _____
(Name)

Charles E. Bell Jr., City Attorney

(Print Name)

(Title)

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
OLIVAREZ MADRUGA LAW ORGANIZATION, LLP**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made as of the 21st day of June, 2022 between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and OLIVAREZ MADRUGA LAW ORGANIZATION, LLP, (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to serve as Legal Counsel for as-needed, general legal services regarding labor and employment law matters, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on the date fully executed and continue until June 21, 2027. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: as-needed, general legal services regarding labor and employment law matters as per the Proposal attached as Exhibit A, and communications with City staff (“LEGAL SERVICES”).

Article 4. Compensation. Compensation paid under this Agreement shall be as set forth in Exhibit A.

A. The FIRM shall not use more than one attorney for the same specific task without the CITY’s approval. The FIRM may use the minimum number of attorneys for this engagement consistent with good professional practice after consulting with and obtaining approval by the CITY.

B. The FIRM agrees to document a plan and budget consistent with the scope of services described above in Article 3 to be agreed to by the City Attorney and the FIRM. The CITY shall not be obligated to pay the FIRM amounts not discussed, budgeted, and agreed to before being incurred by the FIRM.

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed \$50,000.00 for LEGAL SERVICES and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

D. The FIRM shall keep the CITY advised monthly as to the level of attorney hours and client services performed under Article 1. The FIRM will not charge the CITY for travel time; however, the FIRM may charge for work performed for the CITY during any travel time.

E. The CITY further agrees to reimburse the FIRM, in accordance with the procedures set forth in this Article, for telephone, fax, mail, messengers, federal express deliveries, document reproduction, client-requested clerical overtime, lodging, and similar out-of-pocket expenses charged by the FIRM as a standard practice to its clients generally, with the exception of travel and meals. In any billing for disbursements, the FIRM shall provide the CITY with a statement breaking down the amounts by category of expense. The following items shall not be reimbursed, unless the CITY has specifically agreed otherwise:

(1) Word Processing, clerical or secretarial charges, whether expressed as a dollar disbursement or time charge.

(2) Storage of open or closed files, rent, electricity, local telephone, postage, receipts or transmission of telecopier documents, or any other items traditionally associated with overhead.

(3) Photocopy charges in excess of \$.15 (fifteen cents) per page.

(4) Auto mileage rates in excess of the rate approved by the Internal Revenue Service for income tax purposes.

(5) Secretarial overtime. Where case requirements demand overtime, the CITY will consider reimbursement on a case-by-case basis. The CITY will not reimburse overtime incurred for the convenience of the FIRM'S failure to meet deadlines known in advance.

(6) Equipment, books, periodicals, research materials, Westlaw/Lexis or like items.

(7) Express charges, overnight mail charges, messenger services or the like, without the CITY'S prior consent. The CITY expects these expenses to be incurred in emergency situations only. Where case necessity requires the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

(9) Late payment charge or interest. Due to the nature of the CITY'S payment process, the CITY will not pay any late charges or interest charges to bills. Every effort will be made to pay bills promptly.

F. Bills from the FIRM should be submitted to Charles E. Bell, Jr., City Attorney, 1243 National City Boulevard, National City, CA 91950-4301. The individual time and disbursement records customarily maintained by the FIRM for billing evaluation and review purposes shall be made available to the CITY in support of bills rendered by the FIRM.

G. The FIRM agrees to forward to the CITY a statement of account for each one-month period of services under this Agreement, and the CITY agrees to compensate the FIRM on this basis. The FIRM will consult monthly with the CITY as to the number of attorney hours and client disbursements which have been incurred to date under this Agreement, and as to future expected levels of hours and disbursements.

H. Billing Format. Each billing entry must be complete, discrete and appropriate.

(1) Complete.

(a) Each entry must name the person or persons involved. For instance, telephone calls must include the names of all participants.

(b) The date the work was performed must be included.

(c) The hours should be billed in .10 hour increments.

(d) The specific task performed should be described, and the related work product should be reference (“telephone call re: trial brief,” “interview in preparation for deposition”).

(e) The biller’s professional capacity (partner, associate, paralegal, etc.) should be included.

(2) Discrete: Each task must be set out as a discrete billing entry; neither narrative nor block billing is acceptable.

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. Neither will the CITY pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail.

(b) Due to the nature of the CITY’S payment process, the CITY will not pay any late charges. Every effort will be made to pay bills promptly.

I. Staffing. Every legal matter should have a primarily responsible attorney and a paralegal assigned. Ultimately, staffing is a CITY decision, and the CITY may review staffing to insure that it is optimal to achieve the goals of the engagement at the least cost.

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal. Written authorization from the CITY must be had before associate hours billed exceed paralegal hours billed.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed.

(3) If more than one attorney is going to perform the same task, prior approval from the CITY must be had. This includes document review.

Article 5. Independent Contractor. The FIRM shall perform services as an independent contractor. It is understood that this contract is for unique professional services.

Accordingly, the duties specified in this Agreement may not be assigned or delegated by the FIRM without prior written consent of the CITY. Retention of the FIRM is based on the particular professional expertise of the individuals rendering the services required in the Scope of Services.

Article 6. Confidentiality of Work. All work performed by the FIRM including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the FIRM pursuant to this Agreement is for the sole use of the CITY. All such work product shall be confidential and not released to any third party without the prior written consent of the CITY.

Article 7. Compliance with Controlling Law. The FIRM shall comply with all applicable laws, ordinances, regulations, and policies of the federal, state, and local governments as they pertain to this Agreement. In addition, the FIRM shall comply immediately with any and all directives issued by the CITY or its authorized representatives under authority of any laws statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Article 8. Acceptability of Work. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due. If the FIRM and the CITY cannot agree to the quality or acceptability of the work, the manner of performance, or the compensation payable to the FIRM in this Agreement, the CITY or the FIRM shall give to the other written notice. Within ten (10) business days, the FIRM and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance or the compensation payable to the FIRM.

Article 9. Indemnification. The FIRM agrees to indemnify, defend, and hold the CITY and its agents, officers, employees, and volunteers harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to the FIRM'S employees, agents, or officers, which arise from or are connected with or caused or claimed to be caused by the acts or omissions of the FIRM and its agents, officers, or employees in performing the work or other obligations under this Agreement, and all expenses of investigating and defending against same; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees, or volunteers.

Article 10. Insurance. The FIRM, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

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

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned,

and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to the “location”. The “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

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

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

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

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

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

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the

CITY'S Risk Manager. If the FIRM does not keep all insurance policies required by this Article 10 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 10, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Article 11. Drug Free Work Place. The FIRM agrees to comply with the CITY'S Drug-Free Workplace requirements. Every person awarded a contract by the CITY for the provision of services shall certify to the CITY that it will provide a drug-free workplace. Any subcontract entered into by the FIRM pursuant to this Agreement shall contain this provision.

Article 12. Non-Discrimination Provisions. The FIRM shall not discriminate against any subcontractor, vendor, employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The FIRM will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The FIRM agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

Article 13. Notification of Change in Form. The FIRM has the right to effect changes in form including but not limited to: the change in form from a partnership to a professional law corporation; the change in form of any partner or partners from an individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to any individual partners. The CITY shall be promptly notified in writing of any change in form.

Article 14. Notices. In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the notice. Unless otherwise provided by notice in writing from the respective parties, notice to the Agency shall be addressed to:

City Attorney
City of National City

1243 National City Boulevard
National City, CA 91950-4397

cc: Executive Assistant to the City Attorney
City of National City
1243 National City Boulevard
National City, CA 91950-4397

and to: attorney@nationalcityca.gov
leahm@nationalcityca.gov

Notice to the FIRM shall be addressed to:

Olivarez Madruga Law Organization, LLP
500 South Grand Avenue – 12th Floor
Los Angeles, CA 90071
Attention: Rick R. Olivarez, Managing Partner

Nothing contained in this Agreement shall preclude or render inoperative service or such notice in the manner provided by law.

Article 15. Administrative Provisions.

A. *Time of Essence.* Time is of the essence for each provision of this Agreement.

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

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

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

E. *Integrated Agreement.* This Agreement including attachments and exhibits contains all of the agreements of the parties and all prior negotiations and agreements are merged in this Agreement. This Agreement cannot be amended or modified except by written agreement, and mutually agreed upon by the CITY and the FIRM.

F. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

G. *Waiver.* The failure of the CITY to enforce a particular condition or provision of this Agreement shall not constitute a waiver of that condition or provision or its enforceability.

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

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

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

By: _____
Brad Raulston, City Manager

APPROVED AS TO FORM:

By: _____
Charles E. Bell Jr.
City Attorney

OLIVAREZ MADRUGA LAW ORGANIZATION, LLP

(Corporation – signatures of two corporate officers)

By:  Esq.

Title: Managing Partner

EXHIBIT A



**OLIVAREZ MADRUGA
LAW ORGANIZATION, LLP**

**PROPOSAL IN RESPONSE TO
CITY OF NATIONAL CITY**

REQUEST FOR QUALIFICATIONS FOR

EMPLOYMENT AND LABOR LEGAL SERVICES

Rick R. Olivarez - Managing Partner
OLIVAREZ MADRUGA LAW ORGANIZATION, LLP
500 South Grand Avenue – 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099 / Fax: (213) 744-0093
rolivarez@omlowlaw.com

Respectfully Submitted,
May 5, 2022





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2.3. COVER LETTER

May 4, 2022

Charles E. Bell Jr.
City Attorney
City of National City
1243 National City Blvd.
National City, CA 91950

**Re: Proposal in Response to City of National City
Request for Qualifications for Employment and Labor Legal Services
Due Date: May 5, 2022**

Dear Mr. Bell:

Olivarez Madruga Law Organization, LLP is very pleased to present the enclosed response to the City of National City's Request for Qualifications for City Employment and Labor Legal Services. By submission of the attached proposal, our Firm commits to providing the services contemplated at the rates set forth therein.

Olivarez Madruga Law Organization, LLP ("the Firm") is a minority owned law firm composed of over 30 attorneys. The Firm combines quality large-firm experience with flexible and responsive small-firm attention. The Firm attorneys bring a broad range of legal expertise well-suited to addressing most any area required by the City. Our attorneys have extensive experience representing cities, and public agency clients, and bring a fresh energy and dynamism to the public law field that will serve the City well. Whether litigating complex matters or construction disputes, negotiating intricate contractual terms, or simply providing legal advice on important issues of concern, the Firm's seasoned attorneys have the expertise to consistently achieve positive results.

I believe that you will find our Firm to be well qualified to serve the City. The attorneys in the Firm's Employment and Labor Group are very familiar with the legal challenges faced by municipalities. The Firm's experience with public agencies allows us to address the many unique and often unexpected challenges that confront local governments, particularly during very challenging economic times when agencies have been forced to do more with less.

Our attorneys have extensive experience representing municipalities and public agency clients and provide exemplary service. They have served as City Attorney, General Counsel and Special Counsel and, in that capacity, have attended hundreds of city council meetings and other public meetings. Whether providing legal advice on important issues, negotiating intricate contractual terms, assisting with litigation prevention, and/or ramping up complex litigation, we have the expertise to consistently achieve positive results and bring a fresh energy and dynamism to the City's legal matters.

The address of the Firm's main office location, which is the location that would provide services to the City is:

Olivarez Madruga Law Organization, LLP
500 South Grand Avenue
12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099 / Fax: (213) 744-0093
Principals: Rick R. Olivarez, Thomas M. Madruga
rolivarez@omlolaw.com / tmadruga@omlolaw.com

We thank you for allowing us to be considered as part of this very important selection process. Please know that it would be our great honor to serve the City of National City and we welcome the opportunity to discuss the Firm, our proposal and the value we will bring to the City. If you have any questions or need any additional information, please do not hesitate to contact me. For additional information on the Firm and its areas of expertise, please refer to our website at www.omlolaw.com.

Very truly yours,



Rick R. Olivarez
Managing Partner
Olivarez Madruga Law Organization, LLP
500 South Grand Avenue
12th Floor
Los Angeles, CA 90071
(213) 744-0099
Website: www.omlolaw.com



2.4. STATEMENT OF UNDERSTANDING AND PROPOSED METHODOLOGY

The Firm understands the legal services to be provided to the City and the expected role of legal counsel. The Firm has a proven record of providing a complete range of services to our municipal clients. The Firm's philosophy is to be a cooperative team player in order to efficiently solve problems and reach the goals and objectives set by the City.

Our Attorney Team is keenly aware that, when it comes to representing public agency clients, time is always of the essence. The Firm has a comprehensive case management system that ensures that queries and assignments are addressed and completed in a timely manner. The Firm's background and experience in public law and governance provides additional insight into addressing important issues with a cutting-edge approach.

Olivarez Madruga is a certified minority-owned law firm that combines high-quality experience with flexible and responsive client attention and accessibility. We understand that the ability to serve our clients depends largely upon our ability to effectively communicate with our clients and offer clear, concise and easy-to-understand explanations and solutions to complex problems. To this end, we provide opinions and advice devoid of unnecessary "legalese" so that clients can develop a firm understanding of the challenges and responsibilities that confront them.

The Firm currently serves as the City Attorney to the City of El Monte, the City of Cudahy, the City of San Fernando, the City of Bell Gardens, and the City of Adelanto, as well as General and Special Legal Counsel to various management, community college and school districts.

In our experience representing cities, we have found the most efficient working relationship is to have all assignments start with the senior attorney. The senior attorney can then either handle the assignment himself or delegate it to one of the senior members of the team. Assignments are always made with regard to the expertise needed to complete the assignment and are supervised by the senior partner. The Firm typically communicates via email.

The Firm has a team of experienced trial attorneys to readily assist our municipal clients in all aspects of litigation from the inception of the process through the appeal. Our litigators have tried numerous jury trials to verdict and have considerable litigation experience in contract disputes, vendor and construction disputes, public bidding process, personal injury and discrimination matters.



2.5. PROJECT-RELATED EXPERIENCE

The Firm provides advice and representation in labor and employment law, including compliance with federal and state employment laws and representation in disciplinary and termination proceedings. Members of the Firm have participated in the resolution of numerous employee negotiation matters and have successfully resolved management-employee disputes.

The Firm has particular experience dealing with company personnel, and represents clients in disciplinary and termination proceedings, and handles sensitive negotiations with recognized employee groups (unions). The Firm also provides advice, counseling, and representation on proper employment practices, including sexual harassment, hostile work environment, discrimination, wrongful termination, and wage and hour law.

The Firm's expertise in the City's Scope of Work follows.

- **Advise the City on All Aspects of Labor and Employment Law**

Our attorneys have advised and litigated all types of labor and employment disputes from inception through trial. Today's employers are faced with many challenges including compliance with a complicated maze of federal and state statutory and common law requirements that often result in litigation.

OMLO has handled nearly every type of employment litigation matter including wrongful termination, racial discrimination, gender discrimination, age discrimination, sexual harassment, hostile work environment, unfair employment practices, civil rights violations, claims related to violations of the Family Leave Act, HIPAA, the Americans With Disabilities Act, and violations of both the federal and state wage and hour claims. Our attorneys have appeared before numerous public agencies in defense of employment claims, including the Department of Labor, the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing and related tribunals and administrative hearings boards.

- **Human Resources**

The Firm has provided advice and representation in personnel and employment law, management rights, labor negotiations, working conditions, layoffs, reduction in force disputes, administrative and disciplinary matters, terminations, and work-related injuries, including advice and consult regarding compliance with federal and state employment laws.

The Firm has represented its clients in hundreds of disciplinary and termination proceedings and handles sensitive negotiations with recognized employee bargaining groups (unions). The Firm also provides advice, counseling and representation on proper employment practices, including harassment, hostile work environment, discrimination, wrongful termination and wage and hour law.

- **Employment Litigation and Counseling**

Our attorneys have litigated all types of labor and employment disputes from inception through trial. Today's employers are faced with many challenges including compliance with a complicated maze of federal and state statutory and common law requirements that often result in litigation.

OMLO has handled nearly every type of employment litigation matter including wrongful termination, racial discrimination, gender discrimination, age discrimination, sexual harassment, hostile work environment, unfair employment practices, civil rights violations, claims related to violations of the Family Leave Act, HIPAA, the Americans With Disabilities Act, and violations of both the federal and state wage and hour claims. Our attorneys have appeared before numerous public agencies in defense of employment claims, including the Department of Labor, the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing and related tribunals and administrative hearings boards.

- Wrongful Termination and Retaliatory Discharge

The Firm's attorneys have extensive experience in defending claims of wrongful termination. At the outset of the dispute, we work with our clients to identify and evaluate what if any evidence a plaintiff has to support its allegations. Early assessment of claims helps us to project the likely course of litigation. While we stand ready to litigate any claim with fierce advocacy, our team also realizes the value of cost-effective representation for our clients, especially in wrongful termination and retaliation claims. As such, our team is always available to provide advice and counseling to our clients, including general advice, drafting of policies and procedures, and education on burgeoning issues of wrongful termination.

Through aggressive defense strategies and an intricate knowledge of the law, our attorneys have persuaded opposing counsel not to file suit or even dismiss cases of questionable merit. In addition, we have obtained court orders dismissing all or portions of complaints and settled matters for nominal amounts. In the event a matter proceeds to trial, we have significant trial expertise with a proven track record of excellent results.

- Wage and Hour Laws

Federal and state wage and hour requirements are extremely complex and impact all employers alike. Our attorneys have unique expertise in the wage and hour arena and have often been tasked with defending various employers in wage and hour litigation and counseling them on relevant policies and procedures. Employers rely on the Firm to guide them through an extensive web of rules in the wage and hour realm.

We have additionally helped employers conduct compliance audits and provided clients with practical and effective advice regarding wage and hour laws and regulations.

Attorneys of the Firm have also been called upon to defend employers against large, complex and potentially devastating wage and hour class action lawsuits. These class actions have included claims of unpaid overtime, vacation pay, payroll deductions, waiting time penalties and meal and rest period violations. These are extremely significant cases since employers faced with these class actions often face costly exposure and/or modifications to their normal business practices.

- Civil Rights, Discrimination and Harassment

The Firm has litigated all types of civil rights, discrimination, and harassment disputes from inception through trial. The Firm is prepared to handle the many challenges faced by today's

employers, including compliance with a complicated web of federal and state statutory and common law requirements that often result in litigation.

The Firm has handled numerous employment litigation matters including wrongful termination, racial discrimination, gender discrimination, age discrimination, sexual harassment, hostile work environment, unfair employment practices, civil rights violations, First Amendment violations, claims related to violations of the Family and Medical Leave Act, HIPAA, and the Americans With Disabilities Act.

Our attorneys have also litigated Section 1983 actions for public agencies based on constitutional challenges, and have represented cities and school districts in Proposition 209 and equal protection challenges to race-conscious school attendance boundary determinations.

- Title IV

The Firm offers access and accountability to employers for the day-to-day labor and employment counseling needs of the ever-changing workplace. Our attorneys have provided exceptional advice on Title IV policies, wage and hour laws, overtime pay, leave and vacation pay, new-hiring, contract disputes, ADA compliance and FEHA issues.

- Collective Bargaining Negotiations

Our lawyers regularly represent employers involved in collective bargaining negotiations. Depending on the client's needs and wishes, we can serve as chief spokesperson at the bargaining table, or act in a more advisory role, either at or away from the bargaining table. We are well-versed in various negotiation methods, and have successfully negotiated complex initial contracts to simpler reopening agreements. Our lawyers have negotiated with various public sector unions involving numerous public employees. Using our client-based approach and open communication, we have generally achieved great success with our collective bargaining agreements.

- Workplace Harassment and Discrimination

Our attorneys have successfully handled discrimination and workplace harassment matters before the Equal Employment Opportunity Commission, California Department of Fair Employment and Housing, Office of Federal Contract Compliance Programs and other regulatory agencies. In addition, we have experience in representing employers in lawsuits filed by these agencies, and have successfully defended clients in lawsuits filed by individual plaintiffs, and class actions brought under federal and state discrimination laws. Our attorneys have also provided effective counseling and drafted policies and procedures to ensure compliance with the ADA, FEHA, and Title IV.

• Review and Provide Advice on Labor and Employment Policies, Reports and Documents

The Firm attorneys offer access and accountability to employers in the day-to-day labor and employment counseling needs of the ever-changing workplace. Our attorneys have provided exceptional advice on issues including wage and hour laws, overtime pay, leave and vacation pay, new-hiring, termination, contract disputes, ADA compliance, FEHA, and Title IV policies. OMLO

strives to provide high quality counseling and advising services to both private and public sector employers in an efficient and effective manner.

Our attorneys have extensive experience explaining city policies to municipal employees, elected officials and the general public. We have also had considerable experience assisting clients in the development of internal policies, including policies relating to the retention, destruction and release of records. The Firm also has considerable experience with the review and drafting of third-party vendor agreements and the handling of sensitive information, which such entities may acquire or be provided in the course of their performance. Our Firm also has extensive experience working with local and federal law enforcement authorities, particularly relating to the safeguarding of sensitive information critical to their investigations. We also provide advice regarding potential conflicts of interest on the part of the City Council and City personnel, as well as consultation on issues relating to the Council's policies and administrative regulations.

- **Draft Labor and Employment Policies Reports and Documents**

As counsel to various public agencies, our attorneys' responsibilities include, among other things, drafting presentations, legal opinions, ordinances, resolutions, staff reports, construction and professional services contracts, competitive bidding documents, real estate instruments and development documents, franchise agreements, and waivers and releases. Our attorneys have drafted and reviewed hundreds of public contracts each year.

Our attorneys are also attentive to the needs of employers in hiring contracted employees. We provide extensive services in the realm of contract review, revision, and negotiations for employers. With a keen focus on our clients' needs, and our accessibility and responsiveness, our attorneys consistently attain favorable negotiation results for both private and public sector employers. Our attorneys have also obtained several favorable verdicts and judgments involving contract disputes worth millions of dollars in liability to our clients.

- **Prepare Training Materials and Provide Training to Personnel**

The Firm has provided and is capable of providing in-service training on a broad range of subjects, and such instructional programs can be directed to multiple categories of City personnel, including elected and appointed officials, staff of all levels, and volunteers. Topics of instructional programs which the Firm has presented include AB 1234 ethics training to council members and standing commissions, Political Reform Act and compliance with conflict-of-interest requirements, Brown Act and Public Records Act standards and compliance, and the operations of planning commissions and other locally created commissions, including processes of making quasi-legislative and judicial findings and administrative records. The Firm's employment law practice enables us to provide training in areas of employment and human resources. Our attorneys have prepared training in: hiring practices; employee discipline; prevention of workplace discrimination and sexual harassment; FMLA and CFRA; employee evaluation and discipline; and mandated reporting for administration.

We provide legislative updates to our clients on the Firm's website. In addition, we have the ability and technology in-house to track specific legislation requested by our clients on a particular matter. We do not charge our clients for this service.

- **Represent the City in Meetings**

The Firm has represented its clients in hundreds of disciplinary and termination proceedings and handles sensitive negotiations with recognized employee bargaining groups (unions). The Firm also provides advice, counseling and representation on proper employment practices, including harassment, hostile work environment, discrimination, wrongful termination and wage and hour law.

Our lawyers have negotiated with various public sector unions involving numerous public employees. Using our client-based approach and open communication, we have generally achieved great success with our collective bargaining agreements.

OMLO attorneys are attentive to the needs of employers in hiring contracted employees. We provide extensive services in the realm of contract review, revision, and negotiations for employers. With a keen focus on our clients' needs, and our accessibility and responsiveness, our attorneys consistently attain favorable negotiation results for both private and public sector employers. Our attorneys have also obtained several favorable verdicts and judgments involving contract disputes worth millions of dollars in liability to our clients.

Additionally, The Firm's lawyers regularly represent our clients in matters before the Public Employment Relations Board (PERB) in response to unfair labor practice (ULP) complaints. We are typically able to prevent PERB from issuing a formal complaint after the submission of a position statement in response to the ULP. Our Firm has also handled unit modification petitions filed by unions pursuant to PERB regulations.



2.6. PROJECT PERSONNEL

For purposes of this Response, the team for Employment and Labor Legal Services would be Thomas Madruga, Supervising Partner, Edward Kang, Senior Attorney and Paul A. Aguilar, Associate Attorney.

Full resumes of Mr. Madruga, Mr. Kang and Mr. Aguilar follow.



THOMAS M. MADRUGA

Senior Partner

State Bar Number 160421

tmadruga@omlowlaw.com

PROFESSIONAL EXPERIENCE

Thomas Madruga is a Senior Partner with Olivarez Madruga Law Organization. Mr. Madruga oversees the firm's litigation practice. His litigation experience includes a broad range of clients and issues and provides a unique ability to proactively counsel and advise private and public clients away from costly litigation. Mr. Madruga has resolved cases through mediation, arbitration, dispositive motions, jury trials and appeals on behalf of clients in employment matters, catastrophic injury matters, product liability, excessive force and police practices, premises liability, discrimination claims, civil rights violations, asbestos exposures, legal malpractice, general liability, construction law, wage and hour class actions, administrative disciplinary matters and appeals and insurance law.

Mr. Madruga also serves as general counsel to several school districts and Assistant City Attorney to municipalities and routinely provides legal advice on administrative and disciplinary personnel matters, grievances, contract and labor negotiations, and representation before the federal state and regulatory agencies, including the Department of Fair Employment and Housing and the Equal Employment Opportunity Commission.

Mr. Madruga has an "AV" Attorney Rating from Martindale Hubbell. An "AV" rating is the "highest level of legal ability" and "very high adherence to professional standards of conduct, ethics, reliability, and diligence." The rating is the product of review and evaluation by lawyers and judges with personal knowledge of the skills, ability, and standards of the individual. Mr. Madruga's trial skills have been recognized by state and national peer groups, bar associations and media outlets.

Mr. Madruga frequently lectures and presents at seminars, associations and law schools. He is also an approved MCLE Provider by the California State Bar.

SAMPLE REPRESENTATIVE MATTERS

- *Compton Unified School District v. UC Regents.* Counsel for Compton Unified School District in this matter involving a challenge to the use of the SAT / ACT within the California public school system.

- Lead counsel for City of San Buenaventura in the *Thomas Fire* Consolidated Cases. Defended the City of San Buenaventura in the largest California wildfire costing more than \$2.2 billion in damages caused by the fire.
- *Lopez v. City of Inglewood*. Defended City and four police officers in a wrongful death/civil rights (42 U.S.C. § 1983) / battery action in the death of a suspect under the influence of Methamphetamine involving allegations of restraint and positional asphyxiation. The case settled after seven days of trial.
- *Lynch v. Los Angeles Community College District*. Defendant the District in an age discrimination, failure to prevent age discrimination, and retaliation in violation of the Fair Employment and Housing Act matter involving an 89 year old adjunct professor. The case was tried to a defense verdict.
- *Burnside v. Compton Unified School District*. Represented the District and obtained favorable summary judgment in a matter where former Superintendent alleged breach of employment contract, and claims of race, age, gender, and sexual orientation discrimination, retaliation, sexual harassment, and creation of hostile work environment.
- *LACCD v. HOK / SDI, et al.* Defended, and obtained a favorable result, on behalf of the Los Angeles Community College District in a \$44 million construction project/dispute involving architectural design issues and delay damages.
- *APM v. EMUHSD*. Defended the El Monte Union High School District in a construction bond project involving multiple construction and design issues and alleged delays.
- *S.S. (Sanchez, B.O. (Ortiz) v. Compton Unified School District*. Defended the District in an alleged sexual abuse of minors matter where plaintiffs sought \$20 million in damages. The case was settled favorably for the District.
- *Espinoza v. Compton Unified School District*. Represented School District, District police department, and individual board members and officers in federal court proceeding involving allegations that plaintiffs were deprived of federal and state civil rights on the basis of race and ethnicity. Plaintiffs sought \$42 million in damages for causes of action that included 42 U.S.C. § 1983 claims, Title VI 42 U.S.C. § 2000d claims, and Monell liability claims.
- *Belser v. City of Inglewood, LASC Case No. BC 538285*. Obtained summary judgment for the City in this action where Plaintiff's finger was amputated. Plaintiff, a minor, alleged that a swing-set at the City's park constituted a dangerous condition in violation of Gov. Code § 835 when her finger was caught in the link and was amputated when she dismounted.
- *Henry v. Los Angeles Community College District*. Negotiated settlement for waiver of costs where Plaintiff alleged personal injuries as a result of negligent grounds keeping.
- *Skarr v. Los Angeles Community College District, et al.* Defended District in lawsuit alleging harassment and retaliation by athletic director and coaches at the District. Obtained favorable settlement despite concerns related to liability at trial.

- *Sanusi v. Los Angeles Community College District*. Defended District in Federal Civil Rights litigation related to discrimination in admissions process and procedures.
- *Payan v. Los Angeles, Community College District*. Defending District in civil rights matter claiming disabilities arising from vision impairment.
- *Nourmohomadian v. Beverly Hills Unified School District*. Represented District in personal injury matter where a student was injured during physical education class.
- *Morales v. Los Angeles Unified School District*. Represented School District in personal injury matter where a student was stabbed and assaulted on campus.
- *Mohan v. Los Angeles Unified School District*. Defended District in matter where student alleged bullying claims and personal injury. Won on summary judgment.
- *Gallegos v. Compton Unified School District, et al.* Represented the District in an employment discrimination dispute based on race. Through persistent negotiation, our attorneys mediated the case and obtained a favorable settlement short of trial.
- *Carter v. Inglewood Unified School District, et al.* Defended District in a breach of settlement action involving allegations of defamation and due process violations against District administrators. Obtained favorable settlement and resolution.
- *Okamura v. Los Angeles Community College District*. Represented District and District faculty members in race, age, sex and disability rights discrimination and retaliation dispute. Obtained dismissal of the matter during the discovery stage.
- *Persley v. Lennox School District, et al.* Obtained dismissal with prejudice in discrimination and intentional infliction of emotional distress matter where middle school student and her mother alleged wrongful expulsion, harassment, and discrimination based on race against school district, school employees and charter academy.
- *S.T. (Thomas) v. Compton Unified School District*. Defended the District in an Americans With Disabilities Act case. The matter was resolved at mediation.
- *Logan v. Lynwood Unified School District*. Obtained pre-litigation settlement for School District with teacher alleging she suffered an involuntary transfer due to her age and in retaliation for previous discrimination complaints.
- *Hopper v. Lynwood Unified School District*. Represented School District in negligent supervision and premises liability personal injury dispute where student suffered head injury during an extracurricular dance recital audition.
- *De Gracia v. Lennox School District*. Defended School District in negligence and dangerous condition of public property case where elementary school student's mother suffered multiple fractures when a cafeteria bench was dropped on her foot.
- *Littles v. Los Angeles Community College District*. Represented Community College District in premises liability personal injury dispute where prospective student suffered injuries when his arm was closed in the doors of an elevator.

- *Carrillo v. Lynwood Unified School District*. Represent School District in assault, battery and civil rights violations case where student was involved in a physical altercation with a campus security guard.
- *Zambrano v Lynwood Unified School District*. Obtained favorable settlement in personal injury case where student was struck on the foot by a falling gate surrounding the school's tennis courts.
- *Eddie Garcia v. Lennox School District*. Defended Lennox School District against a former employee who alleged he experienced an improper layoff in contravention of California and federal law and that actions by the District deprived him of his due process rights.
- *Blackwell v. Lynwood Unified School District*. Defended School District in EEOC proceeding with teacher alleging age discrimination in response to investigation by School District into accusations of sexual battery on a student.
- *Stealth F-117 Bomber Lockheed Consolidated Litigation*. Served on the defense trial team for the Stealth F-117 Bomber Lockheed Consolidated Litigation involving injuries including cancer, brain damage and death claimed by 435 aerospace workers. The test trial lasted six months.
- Served as subrogation counsel for the prosecution of catastrophic losses to Fortune 500 companies.
- Represented police officers in all aspects of internal affairs investigations and Skelly hearings before the city managers, city and county counsel, including the handling of all administrative appeals.
- *Dresser v. Disaster Kleenup*. Defended vendor in chemical injury case resulting in a five week trial.
- *Smith v. Fischer*. Defended supplier in a chemical leukemia personal injury action.
- *L-Tryptophan Multi District Coordinated litigation*. Defended pharmaceutical manufacturer in national drug injury cases.
- *Heintz v. Ethyl Corporation*. Defended Ethyl in a chemical injury case.
- *Gandy v. Merrill Dow Pharmaceutical*. Defended Merrill Dow in a clomid birth defect case.
- *Garcia v. Cytex Industries*. Represented employer in a double amputee forklift injury.
- *Stabovich v. City of Long Beach*. Represented contractor in a soil collapse death case.
- *White v. Wella Corporation*. Represented manufacturer in a product liability hair dryer burn case.
- *Bautista v. Universal Studios*. Represented Universal in a child de-gloving escalator injury.
- *Aguilar v. Foothill Aircraft*. Represented aviation mechanic in an aircraft engine failure and forced landing.
- *TDIC v. Airlift Corporation*. Represented a helicopter company in defense of a multi-million dollar property loss during an air lift.
- *Aero Propeller v. Hemet Ryan Aviation*. Represented airport in a five million dollar hangar fire loss.

- *Scharf v. Lycoming*. Represented supplier in an aviation accident injury caused by aircraft engine failure.
- *Hughes v. Trojan Gasket*. Represented product supplier in an aviation accident injury and death case.
- *Hansult v. Owens*. Represented pilot in wrongful death aviation accident injury case.
- *Darling v. Clark*. Defended attorney in a probate legal malpractice action.
- *Webb v. Twin Palms Aviation*. Defended FAR Part 61 flight school in a serious aviation accident injury and death case.
- *Bailey v. Fitzgerald*. Represented pilot in defense of a catastrophic aviation accident injury case.
- *World Savings v. Sprink Inc.* Prosecuted a two million dollar product liability water damage subrogation action.
- *Hughes Aircraft v. Herzog Electric*. Prosecuted a \$1 million fire damage subrogation action caused by a faulty buss bar.
- *Holmes v. Long Beach Yacht Sales*. Represented plaintiff in product liability wrongful death action/trial.
- *Sparling v. Cedars Sinai Medical Center*. Represented Plaintiff in baby burn medical malpractice action.
- *Point at Malibu v. Rogers*. Represented HOA in a \$22 million soil/septic contamination action.
- *Larson v. United Airlines*. Represented plaintiff in a case involving a nerve injury.
- *Metrolink Consolidated Cases*. Represented three plaintiffs injured in the Burbank train derailment.
- *Select Limozine Service v. Garrett Motors*. Prosecuted a fraud case involving an e-bay purchase.
- *Reddy v. Allstate*. Represented plaintiff in a breach of insurance contract for fire loss case/trial.
- *SLS v. Vigil*. Represented company in a breach of contract/ trade secret case.
- *LAX Hotels, Inc. v. Air New Zealand*. Represented plaintiff in a business tort case.
- *Village Woodcrafts v. Compton Unified School District*. Represented School District in a \$1 million contract action.
- *Compton Unified School District v. General Electric*. Represented School District in a \$5 million contract/ construction dispute involving low voltage computer systems installations.
- *Inglewood Unified School District v. California IBA*. Defended School District in a \$1 million contract/defect case.
- *Reycrest Roofing v. USC*. Prosecuted a major water damage/ defective construction subrogation case.
- *Media Professional Cases*. Defended multiple actions involving violations of the Fair Debt Collection Act.

- *Avina v. Krispy Kreme*. Defense of a wage and hour class action involving Krispy Kreme retail stores throughout California.
- *Romero v. Krispy Kreme*. Defense of wrongful termination case action.
- *Houser v. Krispy Kreme*. Defense of a wage and hour class action case for Krispy Kreme retail stores in California.
- *Jimenez v. Hilton Hotels, Inc.* Defense of a wrongful termination/discrimination case.
- *Gillette v. La Mode Inc.* Prosecution of a wrongful termination/ gender discrimination case.
- Representation for labor unions on behalf of Police officers for Cities of Montebello, Santa Monica, Santa Maria, Oxnard, Gardena, Huntington Park, Manhattan Beach, Redondo Beach, Long Beach, Newport Beach, Fountain Valley, Anaheim, Upland, Rialto, San Bernardino, Riverside, Pomona, Malibu, Ventura, Santa Barbara, Santa Maria, Simi Valley and El Monte.
- *Penso v. Wild Rivers Water Park*. Defense of personal injury case on behalf of water park.
- *Accosta v. Circus Vargas*. Defense of a tiger attack in a personal injury action.

PUBLICATIONS

- Police Officers On Trial: “Protect and Serve” or “Protect and Service”, California Litigation Journal, Vol. 31, No. 1, 2018
- Aviation: The Doctrine of Superseding Cause: When Can It Be Used To Escape Liability, Skywritings, the Defense Research Institute (Fall, 2008)
- When A Lawyer Commits Malpractice During the Course of Legal Representation, When Is the Statute of Limitations Tolloed?
- Defending the Trending Wage and Hour Class Action

PROFESSIONAL ACHIEVEMENTS AND ASSOCIATIONS

- “AV” Attorney Rating – Martindale Hubbell – An “AV” rating is the “highest level of legal ability” and “very high adherence to professional standards of conduct, ethics, reliability and diligence.” The rating is the product of review and evaluation by lawyers and judges with personal knowledge of the skills, ability and standards of the individual.
- Selected as a California “Super Lawyer”, 2007- 2020, by the publications of Law and Politics Magazine and the Los Angeles Lawyer Magazine. Selections for Super Lawyer are made only after significant peer review and survey of more than 65,000 practicing lawyers in Los Angeles and Orange Counties.
- Guest Lecturer, Prose Mediation Program, Loyola Law School for Litigation
- Approved MCLE Provider by California State Bar

- Trial skills recognized in the Los Angeles Daily Journal, April 30 and July 16, 1999 in the Litigator Profile for a trial result of a wrongful death case involving the defective design of a fishing vessel.
- Member, American Institute of Trial Lawyers, Litigator of the Year 2020
- Member, Southern California Civil Defense Litigator, Top 100
- Selected to Cambridge Who's Who as attorney member; named Professional of the Year 2009-2010.
- Advisory Board Member, Mychal's Learning Center 2006 – present
- Board of Directors Member, Mychal's Learning Center 2002-2005
- American Bar Association, 28 Year Member
- Los Angeles County Bar Association, 28 Year Member

EDUCATION

- University of Notre Dame Law School, J.D., 1992
American Jurisprudence Award, Trial Advocacy
- University of California, Santa Barbara, B.A. Psychology, 1987

BAR AND COURT ADMISSIONS

- State Bar of California (1992)
- District of Columbia Bar (1994)
- United States District Court, Central, Northern, Southern Districts of California
- Ninth Circuit Court of Appeals



EDWARD KANG

Senior Associate

State Bar Number 237751

ekang@omlowlaw.com

PROFESSIONAL EXPERIENCE

Edward Kang joined Olivarez Madruga in 2018. He is an experienced litigator practicing in the areas of real estate, municipal, environmental, commercial, business and redevelopment law.

Mr. Kang specializes in representing public agencies, private individuals, and business entities in redevelopment related litigation; defending CEQA challenges, construction defect and other breach of contract matters; tort liability; and various other business and commercial matters. In addition, Mr. Kang has litigated actions involving Public Records Act and Brown Act allegations. He has substantial experience in pre-litigation client advisory services; pleading practice, including writs of mandate and complaints for declaratory and injunctive relief; discovery and motion practice; settlement conferences and mediation, and trials and appeals.

REPRESENTATIVE MATTERS

- Prevailed in a CEQA action on behalf of the City of Huntington Beach that resulted in a large senior center project being found CEQA compliant and authorizing the issuance of a conditional use permit.
- Represented numerous cities and successor agencies in challenging Department of Finance determinations in redevelopment dissolution cases.
- Successfully negotiated a settlement on behalf of the City of Culver City in a breach of contract action for pennies on the dollar where the potential exposure to the City was approximately \$34 million.
- Successfully represented multiple directors and officers of Mirae Bank in shareholder, bondholder and FDIC lawsuits;
- Successfully defended Los Angeles clothing manufacturers from a multi-million dollar §1700 civil suit brought by the Los Angeles City Attorney.

PUBLICATIONS

- “Density Bonus Law Could Lead to Less Affordable Housing,” Co-Author, Daily Journal, (December 23, 2016)
- “Two Cases Are Game Changers for Condemnation Authorities,” Co-Author, Daily Journal (January 9, 2017)
- “Which Writ for What” – California State Bar Webinar (April 12, 2017)
- “Officials and Staff Personal Devices – When Are the Contents on Your Personal Device a Public Record,” Speaker, California Special Districts Association (June 26, 2017)

EDUCATION

- Loyola Law School, Juris Doctor, 2004
- Pitzer College, B.A. History, 2000

BAR ADMISSIONS

- State Bar of California (2005)
- United States District Court, Central District of California (2007)



PAUL A. AGUILAR

Associate

State Bar Number 305624

paguilar@omlowlaw.com

PROFESSIONAL EXPERIENCE

Paul A. Aguilar is an Associate with Olivarez Madruga Law Organization, LLP, serving as part of the firm's litigation practice group. He also assists in general legal and governance matters, including Public Records Act requests.

Mr. Aguilar received his Bachelor of Arts degree from Brown University and his Juris Doctor from Southwestern Law School.

Prior to joining Olivarez Madruga Law Organization, LLP, Mr. Aguilar was an Assistant General Counsel for the Los Angeles Unified School District, where his practice focused exclusively on defending the school district and its employees in civil tort litigation. Mr. Aguilar also previously worked in private practice where he represented various public entities, including law enforcement agencies, in labor and employment and tort litigation.

Mr. Aguilar is on the board of the Mexican American Bar Association (MABA) and the Angelino Heights Historic Preservation Overlay Zone (HPOZ) of the City of Los Angeles.

EDUCATION

- Southwestern Law School, Los Angeles, CA, J.D., 2013
- Brown University, Providence, RI, B.A., International Relations, and Latin American Studies, 2006

BAR AND COURT ADMISSIONS

- State Bar of California (2015)
- U.S. District Court, Central District of California



2.7. INSURANCE

The Firm maintains general liability insurance, professional liability insurance, and workers' compensation insurance. If the Firm is chosen to represent the City, we will provide evidence of this insurance coverage.



2.8. SCHEDULE OF RATES

The Firm is dedicated to providing quality legal services at rates below our competitor law firms. Among our public law attorney peers, our rates are the most competitive. Attorneys bill at .10 (one-tenth) hour increments. The hourly billing rates for this response are as follows:

Partners	\$ 245 per hour
Of Counsel	\$ 225 per hour
Sr. Associates	\$ 225 per hour
Associates	\$ 225 per hour
Paralegals	\$ 150 per hour
Law Clerks	\$ 150 per hour

Our hourly rates for attorneys and paraprofessionals may be adjusted periodically, generally at the beginning of the fiscal year, upon the mutual agreement of the parties.

In addition to the hourly fees, in the course of the Firm's representation of the City, we may incur certain out-of-pocket expenses such as, but not limited to, court filing fees (including filing fees for administrative proceedings), deposition fees, witness fees, costs for investigation services, service of process fees, courier costs, and other related courts costs, authorized air travel and costs of travel accommodations for litigation matters handled on behalf of the City, parking fees, copy fees, facsimile costs and other related travel costs. All such costs shall be submitted to the City for approval as part of the monthly billing statement. No individual cost in excess of \$500 shall be incurred without the approval of the designated City representative. Out-of-pocket expenses shall be charged in accordance with the following schedule:

Facsimiles\$0.50 per page
Copies\$0.10 per page
Air TravelAt cost
Postage, long distance telephone, other Out-of-Pocket ExpensesAt cost
MileageIRS standard rate

The Firm does not charge for word processing or computer usage, with the exception of internet-based legal research (e.g., Lexis, Westlaw).



2.9. REFERENCES

The Employment and Labor Legal Services team submits the following references:

Bassett Unified School District

Alejandro Alvarez, Ed.D, Superintendent
904 Willow Avenue
La Puente, CA 91746
Tel: (626) 931-3000
Email: aalvarez@bassettusd.org

Lynwood Unified School District

Gudiel Crosthwaite, Ph.D., Superintendent
11321 Bullis Road
Lynwood, CA 90262
Tel: (310) 886-1600
Email: gcrosthwaite@mylud.org

Compton Unified School District

Darin Brawley, Ed.D, Superintendent
501 S. Santa Fe Ave. Room 120
Compton, CA 90221
Tel: (310) 639-4321
Email: dbrawley@compton.k12.ca.us

El Monte Union High School District

Dr. Edward A. Zuniga, Superitenden
3537 Johnson Avenue
El Monte, CA 91731
Tel: (626) 444-9005
Email: ezuniga@emuhsd.k12.ca.us

City of El Monte

Alma K. Martinez, City manager
11333 Valley Boulevard
El Monte, CA 91731
Tel: (626) 580-2001
Email: amartinez@elmonteca.gov

Cityof Whittier

Brian Saeki, City Manager
13230 Penn Street
Whittier, CA 90602
Tel: (562) 567-9300
Email: admin@cityofwhittier.org

The Firm's public agency clients include the following:

- City of El Monte
- City of Cudahy
- City of San Fernando
- City of Huntington Park
- City of Yorba Linda
- City of West Covina
- City of Inglewood
- City of Adelanto
- City of Norwalk
- City of Commerce
- City of San Buenaventura
- City of La Puente
- City of Lynwood
- City of South Gate
- City of Los Angeles
- El Monte Union High School District
- Hacienda La Puente Unified School District
- Lynwood Unified School District
- Los Angeles Community College District
- Los Angeles Unified School District
- Rio Hondo Community College District
- Compton Unified School District
- Centinela Valley Union High School District
- Baldwin Park Unified School District
- Bassett Unified School District
- Lennox School District

- Montebello Unified School District
- Rosemead School District
- Colton Joint Unified School District
- Alhambra Unified School District
- Adelanto Elementary District
- Banning Unified School District
- Coachella Valley Unified School District
- Little Lake City School District
- Ventura County Office of Education
- Fairfax Elementary School District
- Housing Authority of the City of Los Angeles
- Watershed Conservation Authority
- San Gabriel Discovery Center Authority

2.10. ADDITIONAL REQUIRED INFORMATION

a. Type of firm

Olivarez Madruga Law Organization is a limited liability partnership.

b. Organizational Structure of Firm

Olivarez Madruga Law Organization, LLP was formed in 2010. The attorneys of the Firm have over a century's worth of collective experience. This experience, shared by our attorneys and staff, allow the Firm to provide unparalleled legal counseling in the fields of contract law, labor and employment, litigation, real estate development, environmental compliance, redevelopment, public agency law, construction law, premises liability, tort law, and legislative advocacy.

The Firm has 50 employees in two offices in Downtown Los Angeles and El Monte, and a satellite office in San Bernadino. The office addresses are:

500 South Grand Avenue
12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

and

11227 Valley Boulevard
Suite 200
El Monte, CA 91731
Tel: (213) 213-9898

c. Ability of Firm to Provide Local Service to City

Though all assignments are important, we recognize some will need to be prioritized. The Firm will provide immediate assistance to the Mayor, City Council, City Manager, and City staff. Direct dial cell phone numbers of our attorneys will be given to the Mayor, City Council, City Manager and staff personnel to ensure immediate access when the need arises. The Firm attorneys and support staff will conduct routine team meetings to review assignments and evaluate staffing needs for various engagements. Time and expenses are monitored closely as each project progresses and significant events are reported promptly to the client.

Our Attorney Team is keenly aware that, when it comes to representing public agency clients, time is always of the essence. The Firm has a comprehensive case management system that ensures that queries and assignments are addressed and completed in a timely manner. The Firm's background and experience in public law, education law and governance provides additional insight into addressing important issues with a cutting-edge approach.

d. Names and Titles of All Principals of Firm

The principals of the Firm are:

Rick R. Olivarez
Managing Partner
Tel: (213) 744-0099
rolivarez@omlowlaw.com

Thomas M. Madruga
Senior Partner
Tel: (213) 744-0099
tmadruga@omlowlaw.com

In addition, the following are partners in the Firm:

Terence J. Gallagher
Richard E. Padilla
Christine Hsu
Lloyd Pilchen
Victor Ponto
Inés Kuperschmit
Elana Rivkin-Haas

e. Number of Years Firm Has Provided Labor Law Services to Municipalities

The Firm has provided labor law services to municipalities since its inception.

f. Firm's Philosophy About Customer Service and Quality Assurance

As attorneys for the City, we work for the City Council, but also work collaboratively with the City Manager and other City staff to accomplish City-wide objectives. We believe it is important to establish a close working relationship with the Mayor, City Council, City Manager and other City personnel. This would include attending meetings and direct daily communication electronically and telephonically during and after business hours.

The Firm's attorneys are experienced in preparing customary status updates and routinely prepare such reports as part of our representation of other Firm clients. The Firm keeps master lists of all projects being handled on behalf of our municipal clients, and the status of each, updating the lists as the status changes. The Firm attorneys and support staff conduct routine team meetings to review case assignments, determine status and budgets, and evaluate staffing needs for various engagements. Time and expenses are monitored closely as litigation matters progress and significant events are reported promptly to our client, often in addition to the routine status reports.

g. Firm's Resources and Methods to Provide Education on Best Practices, Trends or Hot Topics

Employment laws, minimum wage increases, and employee classification requirements change frequently. Our Firm is active with the California League of Cities and other similar organizations that provide constant information about changes to the law and potential sources of risk. Using information learned from these sources we provide periodic advice to our clients about changes to the law or new best practices. In addition, our attorneys attend seminars on updates to employment laws, collective bargaining agreements, harassment training, and other subjects germane to our clients' needs. As described more fully above, the Firm attorneys can provide in-service training on these best practices and updates.

h. Firm's Legal Research Capabilities and Communication of Legislative Updates

The Firm subscribes to various legal journals and legislative update sites that immediately notify our attorneys of legislation and court decisions that will affect our clients. Our attorneys frequently author memoranda relating to new legislation, offering insight into how the legislation affects the communities we serve while offering clear suggestions on how to implement and manage the legislation. Additionally, the Firm's attorneys research and author legal articles and conduct presentations on complex, important legal matters pertinent to our clients' institutional needs.

We provide legislative updates to our clients on the Firm's website. In addition, we have the ability and technology in-house to track specific legislation requested by our clients on a particular matter. We do not charge our clients for this service. Our attorneys frequently author memoranda relating to new legislation, offering insight into how the legislation affects the communities we serve while offering clear suggestions on how to implement and manage the legislation. Some recent topics include disability and LGBTQ discrimination, medical marijuana legislation, and California Public Records Act and SB 272.

i. Firm's Commitment to Diversity in Employment Practices and Client Relations

The Firm works to develop a professional team as diverse as our practice and the communities we serve. Our commitment to diversity and inclusion starts at the top and is emphasized at every level of our firm. From recruitment to advancement, we promote a culture of inclusion. The Firm is minority-owned, 56% of our personnel are minorities, and 33 % of the Firm's partners are women. The Firm recruits, hires, and promotes for all positions without regard to race, religion, color, national origin, gender, age, sexual orientation, gender identity and/or expression, handicap or veteran's status. We have found the diversity of our legal team to be one of the greatest assets in our representation of our clients.

CONCLUSION

The Firm can provide a unique level of depth and expertise for almost any legal matter facing our clients. We are honored to have the opportunity to present our qualifications to the City of National City and would be extremely honored to be given the opportunity to serve you.

Respectfully submitted,



Rick Olivarez
Managing Partner
rolivarez@omlowlaw.com
Tel: (213) 744-0099

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR EMPLOYMENT AND LABOR LAW LEGAL SERVICES WITH OLIVAREZ MADRUGA LAW ORGANIZATION, LLP IN THE NOT-TO-EXCEED AMOUNT OF \$50,000.00.

WHEREAS, the City of National City (“City”) engages outside legal support for specialized areas; and

WHEREAS, on April 5, 2022, the City Council approved Resolution No. 2022 – 49 authorizing the City Attorney’s Office to issue a Request for Qualifications (“RFQ”) for Employment and Labor Law legal services. The RFQ for Employment and Labor Law legal services was advertised by the City on April 6, 2022 with a deadline of May 5, 2022. By the deadline, 8 responses were received in total; and

WHEREAS, City staff recommends City Council authorize the City Manager to execute an Agreement for Employment and Labor Law legal services with Olivarez Madruga Law Organization, LLP in the not-to-exceed amount of \$50,000.00.

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

Section 1: Approves and authorizes the Mayor to execute an Agreement for Employment and Labor Law legal services with Olivarez Madruga Law Organization, LLP in the not-to-exceed amount of \$50,000.00.

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

PASSED and ADOPTED this 21st day of June, 2022.

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, California, authorizing the Mayor to execute the Second Amendment to the Agreement with The Pun Group, LLP for independent auditing services for the fiscal year ending June 30, 2022, extending the agreement to July 17, 2023. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing the Mayor to execute the Second Amendment to the Agreement with The Pun Group, LLP for independent auditing services for the fiscal year ending June 30, 2022, extending the agreement to July 17, 2023.

PREPARED BY: Phillip Davis, Financial Analyst

DEPARTMENT: Finance

PHONE: 619-336-4337

APPROVED BY: 

EXPLANATION:

Extension of the Original Agreement

The City entered into an Agreement on July 17, 2018 with the Pun Group, LLP to provide independent auditing services to the City. The agreement is to provide financial statement audits for fiscal years ending on June 30, 2018, 2019 and 2020, with an option to extend the agreement for two one-year periods. The City is exercising the second of the two one-year extensions to extend the agreement to July 17, 2023. The extension is for a not-to-exceed amount of \$66,028 per Exhibit B of the original agreement. The Finance Department will conduct a Request for Proposal for Auditing Services in Spring 2023.

Amendment to the Original Agreement

The City of National City is a member of the Joint Powers Agency (JPA), Regional Solid Waste Authority (RSWA) along with six other Cities. The City of Vista had been performing the accounting duties for the RSWA for about ten years, until the City of National City assumed the duties in July 2021. The RSWA as a JPA is required to have their financial statements audited on an annual basis. The City's current auditor, The Pun Group, LLP has agreed to audit the RSWA financial statements ending June 30, 2022 for \$4,000. Approval of this amendment would bring the not-to-exceed compensation to \$70,028 for The Pun Group, LLP, with the additional \$4,000 to be paid by RSWA for their own portion of the audit.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

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, authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal year ending June 30, 2022 and extending the agreement to July 17, 2023. The audit is to be performed at a not-to-exceed price of \$70,028.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Resolution
2. Second Amendment

**SECOND AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
THE PUN GROUP, LLP**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 21st day of June, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and THE PUN GROUP, LLP OF SAN DIEGO CALIFORNIA, INC., a Limited Liability Partnership (the "CONSULTANT").

RECITALS

WHEREAS, the CITY and the CONSULTANT entered into an Agreement on July 17, 2018 ("the Original Agreement"), wherein the CONSULTANT agreed to provide independent auditing services at the CITY, for an amount not to exceed \$66,028 (Per Exhibit B of the original agreement) with the option to extend this term for up to TWO (2), one-year extensions; and

WHEREAS, on June 15, 2021 the CITY exercised the first of the two one-year options to extend the term of the Original Agreement to July 17, 2022; and

WHEREAS, the parties desire to amend the Original Agreement by exercising the second of the two one-year options to extend the term of the Agreement to July 17, 2023; and

WHEREAS, the City of National City is a member of the Regional Solid Waste Association (RSWA) and has taken on the accounting duties for RSWA as of July 2021 from the City of Vista. RSWA is required to have an annual audit of RSWA's accounting records; and

WHEREAS, The Pun Group has agreed to perform the RSWA audit for fiscal year ending June 30, 2022 for an additional amount of \$4,000, which will be paid by RSWA, thus increasing the not-to-exceed amount from \$66,028 to \$70,028.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. The July 17, 2018, Original Agreement is hereby amended to extend the term of the Agreement by one year to July 17, 2023.

2. The July 17, 2018, Original Agreement is hereby amended to designate the Project Coordinator acting for the City to be the Administrative Services Director, or in their absence the Finance Manager.
3. The July 17, 2018 Agreement is hereby amended to cover the cost of the increased scope of services from the original contract amount of \$66,028 by a not-to-exceed amount of \$4,000, for a total not-to-exceed amount of \$70,028.
4. Except as amended herein, all other terms and condition under the Agreement shall remain in full force and effect.

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

CITY OF NATIONAL CITY

The Pun Group, LLP

(Corporation – signatures of two corporate officers required)

(Partnership or Sole proprietorship – one signature)

By:

Alejandra Sotelo-Solis, Mayor

By:



(Name)

Kenneth H. Pun

(Print)

Managing Partner

(Title)

APPROVED AS TO FORM:

By:

By:

Jennifer K. Gilman
Assistant City Attorney

(Name)

(Print)

(Title)

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT WITH THE PUN GROUP, LLP FOR INDEPENDENT AUDITING SERVICES FOR THE FISCAL YEAR ENDING JUNE 30, 2022, EXTENDING THE AGREEMENT TO JULY 17, 2023

WHEREAS, the City of National City ("City") entered into an Agreement on July 17, 2018 with the Pun Group, LLP to provide independent auditing services to the City; and

WHEREAS, the agreement is to provide financial statement audits for Fiscal Years ending on June 30, 2018, 2019 and 2020, with an option to extend the agreement for two (2) one-year periods; and

WHEREAS, the City would like to exercise the second of the two one-year extensions to extend the agreement to July 17, 2023; and

WHEREAS, the City of National City is a member of the Joint Powers Agency (JPA), Regional Solid Waste Authority (RSWA), along with six other cities; and

WHEREAS, the City of Vista has been performing the accounting duties for the RSWA for approximately ten (10) years, until the City of National City assumed the duties in July 2021; and

WHEREAS, the RSWA as a JPA is required to have its financial statements audited on an annual basis; and

WHEREAS, the Pun Group, LLP, which is the current auditor for the City of National City, has agreed to audit the RSWA financial statements ending June 30, 2022, for \$4,000, increasing the total not-to-exceed compensation from \$66,028 to \$70,028 for the Pun Group.

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

Section 1: Hereby authorizes the Mayor to execute the second amendment to the Agreement with The Pun Group, LLP for independent auditing services for the Fiscal Year ending June 30, 2022, extending the agreement to July 17, 2023 and increasing the total not-to-exceed amount to \$70,028.

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

PASSED and ADOPTED this 21st day of June, 2022.

Alejandro 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, California, approving an amendment to the salary schedule for the Part-Time and Seasonal employee classifications to increase wages by 3% effective the first full pay period of July 2022, January 2023, and July 2023. \(Administrative Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, California, approving an amendment to the salary schedule for the Part-Time and Seasonal employee classifications to increase wages by 3% effective the first full pay period of July 2022, January 2023, and July 2023.

PREPARED BY: Molly Brennan

DEPARTMENT: Administrative Services

PHONE: 619-336-4265

APPROVED BY: 

EXPLANATION:

At the City Council meeting on May 17th, 2022, City Council directed staff to increase wages for Part-Time and Seasonal employee classifications by 3% the first full pay period of July 2022, January 2023, and July 2023. The salary schedule for these employees was last updated in January 2021. The estimated cost of the wage increases are \$60,000 in Fiscal Year 2023, which was appropriated in the adopted Fiscal Year 2023 budget, and an additional \$30,000 in Fiscal Year 2024 for the 3% increase effective July 2023.

The Part-Time and Seasonal employee classifications impacted by this salary schedule amendment and the wages they will receive are detailed in Attachment 2, Exhibit A to the Resolution.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Personnel services costs were increased by \$60,000 in the Fiscal Year 2022-2023 adopted budget to account for this action.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution approving an amendment to the salary schedule for the Part-Time and Seasonal employee classifications.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Resolution
2. Part-Time and Seasonal Salary Schedule – Exhibit A

City of National City
Human Resources Department

PART-TIME and SEASONAL POSITIONS
July 12, 2022

POSITION TITLE	SALARY RANGE	HOURLY SALARY
Aquatics Manager	pt090	\$17.37 – \$21.13
Cashier	pt077	\$15.56 – \$18.93
Dishwasher	pt077	\$15.56 – \$18.93
Equipment Service Trainee	pt077	\$15.56 – \$18.93
Kitchen Aide	pt077	\$15.56 – \$18.93
Librarian	pt146	\$27.91 – \$33.94
Library Assistant	pt082	\$16.23 – \$19.76
Library Clerk (Grant Funded)	pt077	\$15.56 – \$18.93
Library Technician	pt113	\$21.10 – \$25.67
Lifeguard/Swim Instructor	pt077	\$15.56 – \$18.93
Management Intern (Graduate)	N/A	\$20.60
Management Intern (Undergraduate)	N/A	\$15.45
Office Aide	pt077	\$15.56 – \$18.93
Part-Time Call Taker	pt110	\$20.57 – \$25.02
Police Cadet	pt077	\$15.56 – \$18.93
Recreation Aide	pt077	\$15.56 – \$18.93
Recreation Leader I	pt078	\$15.69 – \$19.09
Recreation Leader II	pt079	\$15.82 – \$19.26
Recreation Leader III	pt080	\$15.95 – \$19.40

City of National City
Human Resources Department

PART-TIME and SEASONAL POSITIONS

July 12, 2022

POSITION TITLE	SALARY RANGE	HOURLY SALARY
Recreation Specialist	pt080	\$15.95 – \$19.40
Seasonal Park Aide	pt077	\$15.56 – \$18.93
Senior Library Technician	pt119	\$22.20 – \$27.00
Senior Lifeguard	pt078	\$15.69 – \$19.09
Stock Clerk/Storekeeper	pt077	\$15.56 – \$18.93
Student Worker	pt077	\$15.56 – \$18.93

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JULY 12, 2022**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt077	A	15.56	1,244.80	1,244.80	2,697.07	32,364.80
	B	16.34	1,307.20	1,307.20	2,832.27	33,987.20
	C	17.16	1,372.80	1,372.80	2,974.40	35,692.80
	D	18.02	1,441.60	1,441.60	3,123.47	37,481.60
	E	18.93	1,514.40	1,514.40	3,281.20	39,374.40
pt078	A	15.69	1,255.20	1,255.20	2,719.60	32,635.20
	B	16.48	1,318.40	1,318.40	2,856.53	34,278.40
	C	17.31	1,384.80	1,384.80	3,000.40	36,004.80
	D	18.18	1,454.40	1,454.40	3,151.20	37,814.40
	E	19.09	1,527.20	1,527.20	3,308.93	39,707.20
pt079	A	15.82	1,265.60	1,265.60	2,742.13	32,905.60
	B	16.62	1,329.60	1,329.60	2,880.80	34,569.60
	C	17.46	1,396.80	1,396.80	3,026.40	36,316.80
	D	18.34	1,467.20	1,467.20	3,178.93	38,147.20
	E	19.26	1,540.80	1,540.80	3,338.40	40,060.80
pt080	A	15.95	1,276.00	1,276.00	2,764.67	33,176.00
	B	16.75	1,340.00	1,340.00	2,903.33	34,840.00
	C	17.59	1,407.20	1,407.20	3,048.93	36,587.20
	D	18.47	1,477.60	1,477.60	3,201.47	38,417.60
	E	19.40	1,552.00	1,552.00	3,362.67	40,352.00
pt081	A	16.09	1,287.20	1,287.20	2,788.93	33,467.20
	B	16.90	1,352.00	1,352.00	2,929.33	35,152.00
	C	17.75	1,420.00	1,420.00	3,076.67	36,920.00
	D	18.64	1,491.20	1,491.20	3,230.93	38,771.20
	E	19.58	1,566.40	1,566.40	3,393.87	40,726.40
pt082	A	16.23	1,298.40	1,298.40	2,813.20	33,758.40
	B	17.05	1,364.00	1,364.00	2,955.33	35,464.00
	C	17.91	1,432.80	1,432.80	3,104.40	37,252.80
	D	18.81	1,504.80	1,504.80	3,260.40	39,124.80
	E	19.76	1,580.80	1,580.80	3,425.07	41,100.80
pt083	A	16.37	1,309.60	1,309.60	2,837.47	34,049.60
	B	17.19	1,375.20	1,375.20	2,979.60	35,755.20
	C	18.05	1,444.00	1,444.00	3,128.67	37,544.00
	D	18.96	1,516.80	1,516.80	3,286.40	39,436.80
	E	19.91	1,592.80	1,592.80	3,451.07	41,412.80
pt084	A	16.51	1,320.80	1,320.80	2,861.73	34,340.80
	B	17.34	1,387.20	1,387.20	3,005.60	36,067.20
	C	18.21	1,456.80	1,456.80	3,156.40	37,876.80
	D	19.13	1,530.40	1,530.40	3,315.87	39,790.40
	E	20.09	1,607.20	1,607.20	3,482.27	41,787.20
pt085	A	16.65	1,332.00	1,332.00	2,886.00	34,632.00
	B	17.49	1,399.20	1,399.20	3,031.60	36,379.20
	C	18.37	1,469.60	1,469.60	3,184.13	38,209.60
	D	19.29	1,543.20	1,543.20	3,343.60	40,123.20
	E	20.26	1,620.80	1,620.80	3,511.73	42,140.80

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JULY 12, 2022**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt086	A	16.79	1,343.20	1,343.20	2,910.27	34,923.20
	B	17.63	1,410.40	1,410.40	3,055.87	36,670.40
	C	18.52	1,481.60	1,481.60	3,210.13	38,521.60
	D	19.45	1,556.00	1,556.00	3,371.33	40,456.00
	E	20.43	1,634.40	1,634.40	3,541.20	42,494.40
pt087	A	16.93	1,354.40	1,354.40	2,934.53	35,214.40
	B	17.78	1,422.40	1,422.40	3,081.87	36,982.40
	C	18.67	1,493.60	1,493.60	3,236.13	38,833.60
	D	19.61	1,568.80	1,568.80	3,399.07	40,788.80
	E	20.60	1,648.00	1,648.00	3,570.67	42,848.00
pt088	A	17.07	1,365.60	1,365.60	2,958.80	35,505.60
	B	17.93	1,434.40	1,434.40	3,107.87	37,294.40
	C	18.83	1,506.40	1,506.40	3,263.87	39,166.40
	D	19.78	1,582.40	1,582.40	3,428.53	41,142.40
	E	20.77	1,661.60	1,661.60	3,600.13	43,201.60
pt089	A	17.22	1,377.60	1,377.60	2,984.80	35,817.60
	B	18.09	1,447.20	1,447.20	3,135.60	37,627.20
	C	19.00	1,520.00	1,520.00	3,293.33	39,520.00
	D	19.95	1,596.00	1,596.00	3,458.00	41,496.00
	E	20.95	1,676.00	1,676.00	3,631.33	43,576.00
pt090	A	17.37	1,389.60	1,389.60	3,010.80	36,129.60
	B	18.24	1,459.20	1,459.20	3,161.60	37,939.20
	C	19.16	1,532.80	1,532.80	3,321.07	39,852.80
	D	20.12	1,609.60	1,609.60	3,487.47	41,849.60
	E	21.13	1,690.40	1,690.40	3,662.53	43,950.40
pt091	A	17.52	1,401.60	1,401.60	3,036.80	36,441.60
	B	18.40	1,472.00	1,472.00	3,189.33	38,272.00
	C	19.32	1,545.60	1,545.60	3,348.80	40,185.60
	D	20.29	1,623.20	1,623.20	3,516.93	42,203.20
	E	21.31	1,704.80	1,704.80	3,693.73	44,324.80
pt092	A	17.67	1,413.60	1,413.60	3,062.80	36,753.60
	B	18.56	1,484.80	1,484.80	3,217.07	38,604.80
	C	19.49	1,559.20	1,559.20	3,378.27	40,539.20
	D	20.47	1,637.60	1,637.60	3,548.13	42,577.60
	E	21.50	1,720.00	1,720.00	3,726.67	44,720.00
pt093	A	17.82	1,425.60	1,425.60	3,088.80	37,065.60
	B	18.72	1,497.60	1,497.60	3,244.80	38,937.60
	C	19.66	1,572.80	1,572.80	3,407.73	40,892.80
	D	20.65	1,652.00	1,652.00	3,579.33	42,952.00
	E	21.69	1,735.20	1,735.20	3,759.60	45,115.20
pt094	A	17.97	1,437.60	1,437.60	3,114.80	37,377.60
	B	18.87	1,509.60	1,509.60	3,270.80	39,249.60
	C	19.82	1,585.60	1,585.60	3,435.47	41,225.60
	D	20.82	1,665.60	1,665.60	3,608.80	43,305.60
	E	21.87	1,749.60	1,749.60	3,790.80	45,489.60

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JULY 12, 2022**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt095	A	18.12	1,449.60	1,449.60	3,140.80	37,689.60
	B	19.03	1,522.40	1,522.40	3,298.53	39,582.40
	C	19.99	1,599.20	1,599.20	3,464.93	41,579.20
	D	20.99	1,679.20	1,679.20	3,638.27	43,659.20
	E	22.04	1,763.20	1,763.20	3,820.27	45,843.20
pt096	A	18.27	1,461.60	1,461.60	3,166.80	38,001.60
	B	19.19	1,535.20	1,535.20	3,326.27	39,915.20
	C	20.15	1,612.00	1,612.00	3,492.67	41,912.00
	D	21.16	1,692.80	1,692.80	3,667.73	44,012.80
	E	22.22	1,777.60	1,777.60	3,851.47	46,217.60
pt097	A	18.43	1,474.40	1,474.40	3,194.53	38,334.40
	B	19.36	1,548.80	1,548.80	3,355.73	40,268.80
	C	20.33	1,626.40	1,626.40	3,523.87	42,286.40
	D	21.35	1,708.00	1,708.00	3,700.67	44,408.00
	E	22.42	1,793.60	1,793.60	3,886.13	46,633.60
pt098	A	18.59	1,487.20	1,487.20	3,222.27	38,667.20
	B	19.52	1,561.60	1,561.60	3,383.47	40,601.60
	C	20.50	1,640.00	1,640.00	3,553.33	42,640.00
	D	21.53	1,722.40	1,722.40	3,731.87	44,782.40
	E	22.61	1,808.80	1,808.80	3,919.07	47,028.80
pt099	A	18.75	1,500.00	1,500.00	3,250.00	39,000.00
	B	19.69	1,575.20	1,575.20	3,412.93	40,955.20
	C	20.68	1,654.40	1,654.40	3,584.53	43,014.40
	D	21.72	1,737.60	1,737.60	3,764.80	45,177.60
	E	22.81	1,824.80	1,824.80	3,953.73	47,444.80
pt100	A	18.91	1,512.80	1,512.80	3,277.73	39,332.80
	B	19.86	1,588.80	1,588.80	3,442.40	41,308.80
	C	20.86	1,668.80	1,668.80	3,615.73	43,388.80
	D	21.91	1,752.80	1,752.80	3,797.73	45,572.80
	E	23.01	1,840.80	1,840.80	3,988.40	47,860.80
pt101	A	19.07	1,525.60	1,525.60	3,305.47	39,665.60
	B	20.03	1,602.40	1,602.40	3,471.87	41,662.40
	C	21.04	1,683.20	1,683.20	3,646.93	43,763.20
	D	22.10	1,768.00	1,768.00	3,830.67	45,968.00
	E	23.21	1,856.80	1,856.80	4,023.07	48,276.80
pt102	A	19.23	1,538.40	1,538.40	3,333.20	39,998.40
	B	20.20	1,616.00	1,616.00	3,501.33	42,016.00
	C	21.21	1,696.80	1,696.80	3,676.40	44,116.80
	D	22.28	1,782.40	1,782.40	3,861.87	46,342.40
	E	23.40	1,872.00	1,872.00	4,056.00	48,672.00
pt103	A	19.39	1,551.20	1,551.20	3,360.93	40,331.20
	B	20.36	1,628.80	1,628.80	3,529.07	42,348.80
	C	21.38	1,710.40	1,710.40	3,705.87	44,470.40
	D	22.45	1,796.00	1,796.00	3,891.33	46,696.00
	E	23.58	1,886.40	1,886.40	4,087.20	49,046.40

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JULY 12, 2022**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt104	A	19.55	1,564.00	1,564.00	3,388.67	40,664.00
	B	20.53	1,642.40	1,642.40	3,558.53	42,702.40
	C	21.56	1,724.80	1,724.80	3,737.07	44,844.80
	D	22.64	1,811.20	1,811.20	3,924.27	47,091.20
	E	23.78	1,902.40	1,902.40	4,121.87	49,462.40
pt105	A	19.72	1,577.60	1,577.60	3,418.13	41,017.60
	B	20.71	1,656.80	1,656.80	3,589.73	43,076.80
	C	21.75	1,740.00	1,740.00	3,770.00	45,240.00
	D	22.84	1,827.20	1,827.20	3,958.93	47,507.20
	E	23.99	1,919.20	1,919.20	4,158.27	49,899.20
pt106	A	19.89	1,591.20	1,591.20	3,447.60	41,371.20
	B	20.89	1,671.20	1,671.20	3,620.93	43,451.20
	C	21.94	1,755.20	1,755.20	3,802.93	45,635.20
	D	23.04	1,843.20	1,843.20	3,993.60	47,923.20
	E	24.20	1,936.00	1,936.00	4,194.67	50,336.00
pt107	A	20.06	1,604.80	1,604.80	3,477.07	41,724.80
	B	21.07	1,685.60	1,685.60	3,652.13	43,825.60
	C	22.13	1,770.40	1,770.40	3,835.87	46,030.40
	D	23.24	1,859.20	1,859.20	4,028.27	48,339.20
	E	24.41	1,952.80	1,952.80	4,231.07	50,772.80
pt108	A	20.23	1,618.40	1,618.40	3,506.53	42,078.40
	B	21.25	1,700.00	1,700.00	3,683.33	44,200.00
	C	22.32	1,785.60	1,785.60	3,868.80	46,425.60
	D	23.44	1,875.20	1,875.20	4,062.93	48,755.20
	E	24.62	1,969.60	1,969.60	4,267.47	51,209.60
pt109	A	20.40	1,632.00	1,632.00	3,536.00	42,432.00
	B	21.42	1,713.60	1,713.60	3,712.80	44,553.60
	C	22.50	1,800.00	1,800.00	3,900.00	46,800.00
	D	23.63	1,890.40	1,890.40	4,095.87	49,150.40
	E	24.82	1,985.60	1,985.60	4,302.13	51,625.60
pt110	A	20.57	1,645.60	1,645.60	3,565.47	42,785.60
	B	21.60	1,728.00	1,728.00	3,744.00	44,928.00
	C	22.68	1,814.40	1,814.40	3,931.20	47,174.40
	D	23.82	1,905.60	1,905.60	4,128.80	49,545.60
	E	25.02	2,001.60	2,001.60	4,336.80	52,041.60
pt111	A	20.74	1,659.20	1,659.20	3,594.93	43,139.20
	B	21.78	1,742.40	1,742.40	3,775.20	45,302.40
	C	22.87	1,829.60	1,829.60	3,964.13	47,569.60
	D	24.02	1,921.60	1,921.60	4,163.47	49,961.60
	E	25.23	2,018.40	2,018.40	4,373.20	52,478.40
pt112	A	20.92	1,673.60	1,673.60	3,626.13	43,513.60
	B	21.97	1,757.60	1,757.60	3,808.13	45,697.60
	C	23.07	1,845.60	1,845.60	3,998.80	47,985.60
	D	24.23	1,938.40	1,938.40	4,199.87	50,398.40
	E	25.45	2,036.00	2,036.00	4,411.33	52,936.00

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JULY 12, 2022**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt113	A	21.10	1,688.00	1,688.00	3,657.33	43,888.00
	B	22.16	1,772.80	1,772.80	3,841.07	46,092.80
	C	23.27	1,861.60	1,861.60	4,033.47	48,401.60
	D	24.44	1,955.20	1,955.20	4,236.27	50,835.20
	E	25.67	2,053.60	2,053.60	4,449.47	53,393.60
pt114	A	21.28	1,702.40	1,702.40	3,688.53	44,262.40
	B	22.35	1,788.00	1,788.00	3,874.00	46,488.00
	C	23.47	1,877.60	1,877.60	4,068.13	48,817.60
	D	24.65	1,972.00	1,972.00	4,272.67	51,272.00
	E	25.89	2,071.20	2,071.20	4,487.60	53,851.20
pt115	A	21.46	1,716.80	1,716.80	3,719.73	44,636.80
	B	22.54	1,803.20	1,803.20	3,906.93	46,883.20
	C	23.67	1,893.60	1,893.60	4,102.80	49,233.60
	D	24.86	1,988.80	1,988.80	4,309.07	51,708.80
	E	26.11	2,088.80	2,088.80	4,525.73	54,308.80
pt116	A	21.64	1,731.20	1,731.20	3,750.93	45,011.20
	B	22.73	1,818.40	1,818.40	3,939.87	47,278.40
	C	23.87	1,909.60	1,909.60	4,137.47	49,649.60
	D	25.07	2,005.60	2,005.60	4,345.47	52,145.60
	E	26.33	2,106.40	2,106.40	4,563.87	54,766.40
pt117	A	21.82	1,745.60	1,745.60	3,782.13	45,385.60
	B	22.92	1,833.60	1,833.60	3,972.80	47,673.60
	C	24.07	1,925.60	1,925.60	4,172.13	50,065.60
	D	25.28	2,022.40	2,022.40	4,381.87	52,582.40
	E	26.55	2,124.00	2,124.00	4,602.00	55,224.00
pt118	A	22.01	1,760.80	1,760.80	3,815.07	45,780.80
	B	23.12	1,849.60	1,849.60	4,007.47	48,089.60
	C	24.28	1,942.40	1,942.40	4,208.53	50,502.40
	D	25.50	2,040.00	2,040.00	4,420.00	53,040.00
	E	26.78	2,142.40	2,142.40	4,641.87	55,702.40
pt119	A	22.20	1,776.00	1,776.00	3,848.00	46,176.00
	B	23.31	1,864.80	1,864.80	4,040.40	48,484.80
	C	24.48	1,958.40	1,958.40	4,243.20	50,918.40
	D	25.71	2,056.80	2,056.80	4,456.40	53,476.80
	E	27.00	2,160.00	2,160.00	4,680.00	56,160.00
pt120	A	22.39	1,791.20	1,791.20	3,880.93	46,571.20
	B	23.51	1,880.80	1,880.80	4,075.07	48,900.80
	C	24.69	1,975.20	1,975.20	4,279.60	51,355.20
	D	25.93	2,074.40	2,074.40	4,494.53	53,934.40
	E	27.23	2,178.40	2,178.40	4,719.87	56,638.40
pt121	A	22.58	1,806.40	1,806.40	3,913.87	46,966.40
	B	23.71	1,896.80	1,896.80	4,109.73	49,316.80
	C	24.90	1,992.00	1,992.00	4,316.00	51,792.00
	D	26.15	2,092.00	2,092.00	4,532.67	54,392.00
	E	27.46	2,196.80	2,196.80	4,759.73	57,116.80

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JULY 12, 2022**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt122	A	22.77	1,821.60	1,821.60	3,946.80	47,361.60
	B	23.91	1,912.80	1,912.80	4,144.40	49,732.80
	C	25.11	2,008.80	2,008.80	4,352.40	52,228.80
	D	26.37	2,109.60	2,109.60	4,570.80	54,849.60
	E	27.69	2,215.20	2,215.20	4,799.60	57,595.20
pt123	A	22.96	1,836.80	1,836.80	3,979.73	47,756.80
	B	24.11	1,928.80	1,928.80	4,179.07	50,148.80
	C	25.32	2,025.60	2,025.60	4,388.80	52,665.60
	D	26.59	2,127.20	2,127.20	4,608.93	55,307.20
	E	27.92	2,233.60	2,233.60	4,839.47	58,073.60
pt124	A	23.16	1,852.80	1,852.80	4,014.40	48,172.80
	B	24.32	1,945.60	1,945.60	4,215.47	50,585.60
	C	25.54	2,043.20	2,043.20	4,426.93	53,123.20
	D	26.82	2,145.60	2,145.60	4,648.80	55,785.60
	E	28.17	2,253.60	2,253.60	4,882.80	58,593.60
pt125	A	23.36	1,868.80	1,868.80	4,049.07	48,588.80
	B	24.53	1,962.40	1,962.40	4,251.87	51,022.40
	C	25.76	2,060.80	2,060.80	4,465.07	53,580.80
	D	27.05	2,164.00	2,164.00	4,688.67	56,264.00
	E	28.41	2,272.80	2,272.80	4,924.40	59,092.80
pt126	A	23.56	1,884.80	1,884.80	4,083.73	49,004.80
	B	24.74	1,979.20	1,979.20	4,288.27	51,459.20
	C	25.98	2,078.40	2,078.40	4,503.20	54,038.40
	D	27.28	2,182.40	2,182.40	4,728.53	56,742.40
	E	28.65	2,292.00	2,292.00	4,966.00	59,592.00
pt127	A	23.76	1,900.80	1,900.80	4,118.40	49,420.80
	B	24.95	1,996.00	1,996.00	4,324.67	51,896.00
	C	26.20	2,096.00	2,096.00	4,541.33	54,496.00
	D	27.51	2,200.80	2,200.80	4,768.40	57,220.80
	E	28.89	2,311.20	2,311.20	5,007.60	60,091.20
pt128	A	23.96	1,916.80	1,916.80	4,153.07	49,836.80
	B	25.16	2,012.80	2,012.80	4,361.07	52,332.80
	C	26.42	2,113.60	2,113.60	4,579.47	54,953.60
	D	27.75	2,220.00	2,220.00	4,810.00	57,720.00
	E	29.14	2,331.20	2,331.20	5,050.93	60,611.20
pt129	A	24.16	1,932.80	1,932.80	4,187.73	50,252.80
	B	25.37	2,029.60	2,029.60	4,397.47	52,769.60
	C	26.64	2,131.20	2,131.20	4,617.60	55,411.20
	D	27.98	2,238.40	2,238.40	4,849.87	58,198.40
	E	29.38	2,350.40	2,350.40	5,092.53	61,110.40
pt130	A	24.37	1,949.60	1,949.60	4,224.13	50,689.60
	B	25.59	2,047.20	2,047.20	4,435.60	53,227.20
	C	26.87	2,149.60	2,149.60	4,657.47	55,889.60
	D	28.22	2,257.60	2,257.60	4,891.47	58,697.60
	E	29.64	2,371.20	2,371.20	5,137.60	61,651.20

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JULY 12, 2022**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt131	A	24.58	1,966.40	1,966.40	4,260.53	51,126.40
	B	25.81	2,064.80	2,064.80	4,473.73	53,684.80
	C	27.11	2,168.80	2,168.80	4,699.07	56,388.80
	D	28.47	2,277.60	2,277.60	4,934.80	59,217.60
	E	29.90	2,392.00	2,392.00	5,182.67	62,192.00
pt132	A	24.79	1,983.20	1,983.20	4,296.93	51,563.20
	B	26.03	2,082.40	2,082.40	4,511.87	54,142.40
	C	27.34	2,187.20	2,187.20	4,738.93	56,867.20
	D	28.71	2,296.80	2,296.80	4,976.40	59,716.80
	E	30.15	2,412.00	2,412.00	5,226.00	62,712.00
pt133	A	25.00	2,000.00	2,000.00	4,333.33	52,000.00
	B	26.25	2,100.00	2,100.00	4,550.00	54,600.00
	C	27.57	2,205.60	2,205.60	4,778.80	57,345.60
	D	28.95	2,316.00	2,316.00	5,018.00	60,216.00
	E	30.40	2,432.00	2,432.00	5,269.33	63,232.00
pt134	A	25.21	2,016.80	2,016.80	4,369.73	52,436.80
	B	26.48	2,118.40	2,118.40	4,589.87	55,078.40
	C	27.81	2,224.80	2,224.80	4,820.40	57,844.80
	D	29.21	2,336.80	2,336.80	5,063.07	60,756.80
	E	30.68	2,454.40	2,454.40	5,317.87	63,814.40
pt135	A	25.42	2,033.60	2,033.60	4,406.13	52,873.60
	B	26.70	2,136.00	2,136.00	4,628.00	55,536.00
	C	28.04	2,243.20	2,243.20	4,860.27	58,323.20
	D	29.45	2,356.00	2,356.00	5,104.67	61,256.00
	E	30.93	2,474.40	2,474.40	5,361.20	64,334.40
pt136	A	25.64	2,051.20	2,051.20	4,444.27	53,331.20
	B	26.93	2,154.40	2,154.40	4,667.87	56,014.40
	C	28.28	2,262.40	2,262.40	4,901.87	58,822.40
	D	29.70	2,376.00	2,376.00	5,148.00	61,776.00
	E	31.19	2,495.20	2,495.20	5,406.27	64,875.20
pt137	A	25.86	2,068.80	2,068.80	4,482.40	53,788.80
	B	27.16	2,172.80	2,172.80	4,707.73	56,492.80
	C	28.52	2,281.60	2,281.60	4,943.47	59,321.60
	D	29.95	2,396.00	2,396.00	5,191.33	62,296.00
	E	31.45	2,516.00	2,516.00	5,451.33	65,416.00
pt138	A	26.08	2,086.40	2,086.40	4,520.53	54,246.40
	B	27.39	2,191.20	2,191.20	4,747.60	56,971.20
	C	28.76	2,300.80	2,300.80	4,985.07	59,820.80
	D	30.20	2,416.00	2,416.00	5,234.67	62,816.00
	E	31.71	2,536.80	2,536.80	5,496.40	65,956.80
pt139	A	26.30	2,104.00	2,104.00	4,558.67	54,704.00
	B	27.62	2,209.60	2,209.60	4,787.47	57,449.60
	C	29.01	2,320.80	2,320.80	5,028.40	60,340.80
	D	30.47	2,437.60	2,437.60	5,281.47	63,377.60
	E	32.00	2,560.00	2,560.00	5,546.67	66,560.00

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JULY 12, 2022**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt140	A	26.52	2,121.60	2,121.60	4,596.80	55,161.60
	B	27.85	2,228.00	2,228.00	4,827.33	57,928.00
	C	29.25	2,340.00	2,340.00	5,070.00	60,840.00
	D	30.72	2,457.60	2,457.60	5,324.80	63,897.60
	E	32.26	2,580.80	2,580.80	5,591.73	67,100.80
pt141	A	26.75	2,140.00	2,140.00	4,636.67	55,640.00
	B	28.09	2,247.20	2,247.20	4,868.93	58,427.20
	C	29.50	2,360.00	2,360.00	5,113.33	61,360.00
	D	30.98	2,478.40	2,478.40	5,369.87	64,438.40
	E	32.53	2,602.40	2,602.40	5,638.53	67,662.40
pt142	A	26.98	2,158.40	2,158.40	4,676.53	56,118.40
	B	28.33	2,266.40	2,266.40	4,910.53	58,926.40
	C	29.75	2,380.00	2,380.00	5,156.67	61,880.00
	D	31.24	2,499.20	2,499.20	5,414.93	64,979.20
	E	32.81	2,624.80	2,624.80	5,687.07	68,244.80
pt143	A	27.21	2,176.80	2,176.80	4,716.40	56,596.80
	B	28.58	2,286.40	2,286.40	4,953.87	59,446.40
	C	30.01	2,400.80	2,400.80	5,201.73	62,420.80
	D	31.52	2,521.60	2,521.60	5,463.47	65,561.60
	E	33.10	2,648.00	2,648.00	5,737.33	68,848.00
pt144	A	27.44	2,195.20	2,195.20	4,756.27	57,075.20
	B	28.82	2,305.60	2,305.60	4,995.47	59,945.60
	C	30.27	2,421.60	2,421.60	5,246.80	62,961.60
	D	31.79	2,543.20	2,543.20	5,510.27	66,123.20
	E	33.38	2,670.40	2,670.40	5,785.87	69,430.40
pt145	A	27.67	2,213.60	2,213.60	4,796.13	57,553.60
	B	29.06	2,324.80	2,324.80	5,037.07	60,444.80
	C	30.52	2,441.60	2,441.60	5,290.13	63,481.60
	D	32.05	2,564.00	2,564.00	5,555.33	66,664.00
	E	33.66	2,692.80	2,692.80	5,834.40	70,012.80
pt146	A	27.91	2,232.80	2,232.80	4,837.73	58,052.80
	B	29.31	2,344.80	2,344.80	5,080.40	60,964.80
	C	30.78	2,462.40	2,462.40	5,335.20	64,022.40
	D	32.32	2,585.60	2,585.60	5,602.13	67,225.60
	E	33.94	2,715.20	2,715.20	5,882.93	70,595.20

City of National City
Human Resources Department

PART-TIME and SEASONAL POSITIONS
January 10, 2023

POSITION TITLE	SALARY RANGE	HOURLY SALARY
Aquatics Manager	pt090	\$17.90 – \$21.77
Cashier	pt077	\$16.03 – \$19.51
Dishwasher	pt077	\$16.03 – \$19.51
Equipment Service Trainee	pt077	\$16.03 – \$19.51
Kitchen Aide	pt077	\$16.03 – \$19.51
Librarian	pt146	\$28.74 – \$34.95
Library Assistant	pt082	\$16.73 – \$20.35
Library Clerk (Grant Funded)	pt077	\$16.03 – \$19.51
Library Technician	pt113	\$21.74 – \$26.44
Lifeguard/Swim Instructor	pt077	\$16.03 – \$19.51
Management Intern (Graduate)	N/A	\$21.22
Management Intern (Undergraduate)	N/A	\$15.91
Office Aide	pt077	\$16.03 – \$19.51
Part-Time Call Taker	pt110	\$21.20 – \$25.78
Police Cadet	pt077	\$16.03 – \$19.51
Recreation Aide	pt077	\$16.03 – \$19.51
Recreation Leader I	pt078	\$16.17 – \$19.67
Recreation Leader II	pt079	\$16.31 – \$19.84
Recreation Leader III	pt080	\$16.45 – \$20.02

City of National City
Human Resources Department

PART-TIME and SEASONAL POSITIONS
January 10, 2023

POSITION TITLE	SALARY RANGE	HOURLY SALARY
Recreation Specialist	pt080	\$16.45 – \$20.02
Seasonal Park Aide	pt077	\$16.03 – \$19.51
Senior Library Technician	pt119	\$22.87 – \$27.83
Senior Lifeguard	pt078	\$16.17 – \$19.67
Stock Clerk/Storekeeper	pt077	\$16.03 – \$19.51
Student Worker	pt077	\$16.03 – \$19.51

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JANUARY 10, 2023**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt077	A	16.03	1,282.40	1,282.40	2,778.53	33,342.40
	B	16.84	1,347.20	1,347.20	2,918.93	35,027.20
	C	17.69	1,415.20	1,415.20	3,066.27	36,795.20
	D	18.58	1,486.40	1,486.40	3,220.53	38,646.40
	E	19.51	1,560.80	1,560.80	3,381.73	40,580.80
pt078	A	16.17	1,293.60	1,293.60	2,802.80	33,633.60
	B	16.98	1,358.40	1,358.40	2,943.20	35,318.40
	C	17.83	1,426.40	1,426.40	3,090.53	37,086.40
	D	18.73	1,498.40	1,498.40	3,246.53	38,958.40
	E	19.67	1,573.60	1,573.60	3,409.47	40,913.60
pt079	A	16.31	1,304.80	1,304.80	2,827.07	33,924.80
	B	17.13	1,370.40	1,370.40	2,969.20	35,630.40
	C	17.99	1,439.20	1,439.20	3,118.27	37,419.20
	D	18.89	1,511.20	1,511.20	3,274.27	39,291.20
	E	19.84	1,587.20	1,587.20	3,438.93	41,267.20
pt080	A	16.45	1,316.00	1,316.00	2,851.33	34,216.00
	B	17.28	1,382.40	1,382.40	2,995.20	35,942.40
	C	18.15	1,452.00	1,452.00	3,146.00	37,752.00
	D	19.06	1,524.80	1,524.80	3,303.73	39,644.80
	E	20.02	1,601.60	1,601.60	3,470.13	41,641.60
pt081	A	16.59	1,327.20	1,327.20	2,875.60	34,507.20
	B	17.42	1,393.60	1,393.60	3,019.47	36,233.60
	C	18.30	1,464.00	1,464.00	3,172.00	38,064.00
	D	19.22	1,537.60	1,537.60	3,331.47	39,977.60
	E	20.19	1,615.20	1,615.20	3,499.60	41,995.20
pt082	A	16.73	1,338.40	1,338.40	2,899.87	34,798.40
	B	17.57	1,405.60	1,405.60	3,045.47	36,545.60
	C	18.45	1,476.00	1,476.00	3,198.00	38,376.00
	D	19.38	1,550.40	1,550.40	3,359.20	40,310.40
	E	20.35	1,628.00	1,628.00	3,527.33	42,328.00
pt083	A	16.87	1,349.60	1,349.60	2,924.13	35,089.60
	B	17.72	1,417.60	1,417.60	3,071.47	36,857.60
	C	18.61	1,488.80	1,488.80	3,225.73	38,708.80
	D	19.55	1,564.00	1,564.00	3,388.67	40,664.00
	E	20.53	1,642.40	1,642.40	3,558.53	42,702.40
pt084	A	17.01	1,360.80	1,360.80	2,948.40	35,380.80
	B	17.87	1,429.60	1,429.60	3,097.47	37,169.60
	C	18.77	1,501.60	1,501.60	3,253.47	39,041.60
	D	19.71	1,576.80	1,576.80	3,416.40	40,996.80
	E	20.70	1,656.00	1,656.00	3,588.00	43,056.00
pt085	A	17.15	1,372.00	1,372.00	2,972.67	35,672.00
	B	18.01	1,440.80	1,440.80	3,121.73	37,460.80
	C	18.92	1,513.60	1,513.60	3,279.47	39,353.60
	D	19.87	1,589.60	1,589.60	3,444.13	41,329.60
	E	20.87	1,669.60	1,669.60	3,617.47	43,409.60

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JANUARY 10, 2023**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt086	A	17.30	1,384.00	1,384.00	2,998.67	35,984.00
	B	18.17	1,453.60	1,453.60	3,149.47	37,793.60
	C	19.08	1,526.40	1,526.40	3,307.20	39,686.40
	D	20.04	1,603.20	1,603.20	3,473.60	41,683.20
	E	21.05	1,684.00	1,684.00	3,648.67	43,784.00
pt087	A	17.45	1,396.00	1,396.00	3,024.67	36,296.00
	B	18.33	1,466.40	1,466.40	3,177.20	38,126.40
	C	19.25	1,540.00	1,540.00	3,336.67	40,040.00
	D	20.22	1,617.60	1,617.60	3,504.80	42,057.60
	E	21.24	1,699.20	1,699.20	3,681.60	44,179.20
pt088	A	17.60	1,408.00	1,408.00	3,050.67	36,608.00
	B	18.48	1,478.40	1,478.40	3,203.20	38,438.40
	C	19.41	1,552.80	1,552.80	3,364.40	40,372.80
	D	20.39	1,631.20	1,631.20	3,534.27	42,411.20
	E	21.41	1,712.80	1,712.80	3,711.07	44,532.80
pt089	A	17.75	1,420.00	1,420.00	3,076.67	36,920.00
	B	18.64	1,491.20	1,491.20	3,230.93	38,771.20
	C	19.58	1,566.40	1,566.40	3,393.87	40,726.40
	D	20.56	1,644.80	1,644.80	3,563.73	42,764.80
	E	21.59	1,727.20	1,727.20	3,742.27	44,907.20
pt090	A	17.90	1,432.00	1,432.00	3,102.67	37,232.00
	B	18.80	1,504.00	1,504.00	3,258.67	39,104.00
	C	19.74	1,579.20	1,579.20	3,421.60	41,059.20
	D	20.73	1,658.40	1,658.40	3,593.20	43,118.40
	E	21.77	1,741.60	1,741.60	3,773.47	45,281.60
pt091	A	18.05	1,444.00	1,444.00	3,128.67	37,544.00
	B	18.96	1,516.80	1,516.80	3,286.40	39,436.80
	C	19.91	1,592.80	1,592.80	3,451.07	41,412.80
	D	20.91	1,672.80	1,672.80	3,624.40	43,492.80
	E	21.96	1,756.80	1,756.80	3,806.40	45,676.80
pt092	A	18.20	1,456.00	1,456.00	3,154.67	37,856.00
	B	19.11	1,528.80	1,528.80	3,312.40	39,748.80
	C	20.07	1,605.60	1,605.60	3,478.80	41,745.60
	D	21.08	1,686.40	1,686.40	3,653.87	43,846.40
	E	22.14	1,771.20	1,771.20	3,837.60	46,051.20
pt093	A	18.35	1,468.00	1,468.00	3,180.67	38,168.00
	B	19.27	1,541.60	1,541.60	3,340.13	40,081.60
	C	20.24	1,619.20	1,619.20	3,508.27	42,099.20
	D	21.26	1,700.80	1,700.80	3,685.07	44,220.80
	E	22.33	1,786.40	1,786.40	3,870.53	46,446.40
pt094	A	18.51	1,480.80	1,480.80	3,208.40	38,500.80
	B	19.44	1,555.20	1,555.20	3,369.60	40,435.20
	C	20.42	1,633.60	1,633.60	3,539.47	42,473.60
	D	21.45	1,716.00	1,716.00	3,718.00	44,616.00
	E	22.53	1,802.40	1,802.40	3,905.20	46,862.40

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JANUARY 10, 2023**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt095	A	18.67	1,493.60	1,493.60	3,236.13	38,833.60
	B	19.61	1,568.80	1,568.80	3,399.07	40,788.80
	C	20.60	1,648.00	1,648.00	3,570.67	42,848.00
	D	21.63	1,730.40	1,730.40	3,749.20	44,990.40
	E	22.72	1,817.60	1,817.60	3,938.13	47,257.60
pt096	A	18.83	1,506.40	1,506.40	3,263.87	39,166.40
	B	19.78	1,582.40	1,582.40	3,428.53	41,142.40
	C	20.77	1,661.60	1,661.60	3,600.13	43,201.60
	D	21.81	1,744.80	1,744.80	3,780.40	45,364.80
	E	22.91	1,832.80	1,832.80	3,971.07	47,652.80
pt097	A	18.99	1,519.20	1,519.20	3,291.60	39,499.20
	B	19.94	1,595.20	1,595.20	3,456.27	41,475.20
	C	20.94	1,675.20	1,675.20	3,629.60	43,555.20
	D	21.99	1,759.20	1,759.20	3,811.60	45,739.20
	E	23.09	1,847.20	1,847.20	4,002.27	48,027.20
pt098	A	19.15	1,532.00	1,532.00	3,319.33	39,832.00
	B	20.11	1,608.80	1,608.80	3,485.73	41,828.80
	C	21.12	1,689.60	1,689.60	3,660.80	43,929.60
	D	22.18	1,774.40	1,774.40	3,844.53	46,134.40
	E	23.29	1,863.20	1,863.20	4,036.93	48,443.20
pt099	A	19.31	1,544.80	1,544.80	3,347.07	40,164.80
	B	20.28	1,622.40	1,622.40	3,515.20	42,182.40
	C	21.30	1,704.00	1,704.00	3,692.00	44,304.00
	D	22.37	1,789.60	1,789.60	3,877.47	46,529.60
	E	23.49	1,879.20	1,879.20	4,071.60	48,859.20
pt100	A	19.47	1,557.60	1,557.60	3,374.80	40,497.60
	B	20.45	1,636.00	1,636.00	3,544.67	42,536.00
	C	21.48	1,718.40	1,718.40	3,723.20	44,678.40
	D	22.56	1,804.80	1,804.80	3,910.40	46,924.80
	E	23.69	1,895.20	1,895.20	4,106.27	49,275.20
pt101	A	19.64	1,571.20	1,571.20	3,404.27	40,851.20
	B	20.63	1,650.40	1,650.40	3,575.87	42,910.40
	C	21.67	1,733.60	1,733.60	3,756.13	45,073.60
	D	22.76	1,820.80	1,820.80	3,945.07	47,340.80
	E	23.90	1,912.00	1,912.00	4,142.67	49,712.00
pt102	A	19.81	1,584.80	1,584.80	3,433.73	41,204.80
	B	20.81	1,664.80	1,664.80	3,607.07	43,284.80
	C	21.86	1,748.80	1,748.80	3,789.07	45,468.80
	D	22.96	1,836.80	1,836.80	3,979.73	47,756.80
	E	24.11	1,928.80	1,928.80	4,179.07	50,148.80
pt103	A	19.98	1,598.40	1,598.40	3,463.20	41,558.40
	B	20.98	1,678.40	1,678.40	3,636.53	43,638.40
	C	22.03	1,762.40	1,762.40	3,818.53	45,822.40
	D	23.14	1,851.20	1,851.20	4,010.93	48,131.20
	E	24.30	1,944.00	1,944.00	4,212.00	50,544.00

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
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RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt104	A	20.15	1,612.00	1,612.00	3,492.67	41,912.00
	B	21.16	1,692.80	1,692.80	3,667.73	44,012.80
	C	22.22	1,777.60	1,777.60	3,851.47	46,217.60
	D	23.34	1,867.20	1,867.20	4,045.60	48,547.20
	E	24.51	1,960.80	1,960.80	4,248.40	50,980.80
pt105	A	20.32	1,625.60	1,625.60	3,522.13	42,265.60
	B	21.34	1,707.20	1,707.20	3,698.93	44,387.20
	C	22.41	1,792.80	1,792.80	3,884.40	46,612.80
	D	23.54	1,883.20	1,883.20	4,080.27	48,963.20
	E	24.72	1,977.60	1,977.60	4,284.80	51,417.60
pt106	A	20.49	1,639.20	1,639.20	3,551.60	42,619.20
	B	21.52	1,721.60	1,721.60	3,730.13	44,761.60
	C	22.60	1,808.00	1,808.00	3,917.33	47,008.00
	D	23.73	1,898.40	1,898.40	4,113.20	49,358.40
	E	24.92	1,993.60	1,993.60	4,319.47	51,833.60
pt107	A	20.66	1,652.80	1,652.80	3,581.07	42,972.80
	B	21.70	1,736.00	1,736.00	3,761.33	45,136.00
	C	22.79	1,823.20	1,823.20	3,950.27	47,403.20
	D	23.93	1,914.40	1,914.40	4,147.87	49,774.40
	E	25.13	2,010.40	2,010.40	4,355.87	52,270.40
pt108	A	20.84	1,667.20	1,667.20	3,612.27	43,347.20
	B	21.89	1,751.20	1,751.20	3,794.27	45,531.20
	C	22.99	1,839.20	1,839.20	3,984.93	47,819.20
	D	24.14	1,931.20	1,931.20	4,184.27	50,211.20
	E	25.35	2,028.00	2,028.00	4,394.00	52,728.00
pt109	A	21.02	1,681.60	1,681.60	3,643.47	43,721.60
	B	22.08	1,766.40	1,766.40	3,827.20	45,926.40
	C	23.19	1,855.20	1,855.20	4,019.60	48,235.20
	D	24.35	1,948.00	1,948.00	4,220.67	50,648.00
	E	25.57	2,045.60	2,045.60	4,432.13	53,185.60
pt110	A	21.20	1,696.00	1,696.00	3,674.67	44,096.00
	B	22.26	1,780.80	1,780.80	3,858.40	46,300.80
	C	23.38	1,870.40	1,870.40	4,052.53	48,630.40
	D	24.55	1,964.00	1,964.00	4,255.33	51,064.00
	E	25.78	2,062.40	2,062.40	4,468.53	53,622.40
pt111	A	21.38	1,710.40	1,710.40	3,705.87	44,470.40
	B	22.45	1,796.00	1,796.00	3,891.33	46,696.00
	C	23.58	1,886.40	1,886.40	4,087.20	49,046.40
	D	24.76	1,980.80	1,980.80	4,291.73	51,500.80
	E	26.00	2,080.00	2,080.00	4,506.67	54,080.00
pt112	A	21.56	1,724.80	1,724.80	3,737.07	44,844.80
	B	22.64	1,811.20	1,811.20	3,924.27	47,091.20
	C	23.78	1,902.40	1,902.40	4,121.87	49,462.40
	D	24.97	1,997.60	1,997.60	4,328.13	51,937.60
	E	26.22	2,097.60	2,097.60	4,544.80	54,537.60

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JANUARY 10, 2023**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt113	A	21.74	1,739.20	1,739.20	3,768.27	45,219.20
	B	22.83	1,826.40	1,826.40	3,957.20	47,486.40
	C	23.98	1,918.40	1,918.40	4,156.53	49,878.40
	D	25.18	2,014.40	2,014.40	4,364.53	52,374.40
	E	26.44	2,115.20	2,115.20	4,582.93	54,995.20
pt114	A	21.92	1,753.60	1,753.60	3,799.47	45,593.60
	B	23.02	1,841.60	1,841.60	3,990.13	47,881.60
	C	24.18	1,934.40	1,934.40	4,191.20	50,294.40
	D	25.39	2,031.20	2,031.20	4,400.93	52,811.20
	E	26.66	2,132.80	2,132.80	4,621.07	55,452.80
pt115	A	22.11	1,768.80	1,768.80	3,832.40	45,988.80
	B	23.22	1,857.60	1,857.60	4,024.80	48,297.60
	C	24.39	1,951.20	1,951.20	4,227.60	50,731.20
	D	25.61	2,048.80	2,048.80	4,439.07	53,268.80
	E	26.90	2,152.00	2,152.00	4,662.67	55,952.00
pt116	A	22.30	1,784.00	1,784.00	3,865.33	46,384.00
	B	23.42	1,873.60	1,873.60	4,059.47	48,713.60
	C	24.60	1,968.00	1,968.00	4,264.00	51,168.00
	D	25.83	2,066.40	2,066.40	4,477.20	53,726.40
	E	27.13	2,170.40	2,170.40	4,702.53	56,430.40
pt117	A	22.49	1,799.20	1,799.20	3,898.27	46,779.20
	B	23.62	1,889.60	1,889.60	4,094.13	49,129.60
	C	24.81	1,984.80	1,984.80	4,300.40	51,604.80
	D	26.06	2,084.80	2,084.80	4,517.07	54,204.80
	E	27.37	2,189.60	2,189.60	4,744.13	56,929.60
pt118	A	22.68	1,814.40	1,814.40	3,931.20	47,174.40
	B	23.82	1,905.60	1,905.60	4,128.80	49,545.60
	C	25.02	2,001.60	2,001.60	4,336.80	52,041.60
	D	26.28	2,102.40	2,102.40	4,555.20	54,662.40
	E	27.60	2,208.00	2,208.00	4,784.00	57,408.00
pt119	A	22.87	1,829.60	1,829.60	3,964.13	47,569.60
	B	24.02	1,921.60	1,921.60	4,163.47	49,961.60
	C	25.23	2,018.40	2,018.40	4,373.20	52,478.40
	D	26.50	2,120.00	2,120.00	4,593.33	55,120.00
	E	27.83	2,226.40	2,226.40	4,823.87	57,886.40
pt120	A	23.06	1,844.80	1,844.80	3,997.07	47,964.80
	B	24.22	1,937.60	1,937.60	4,198.13	50,377.60
	C	25.44	2,035.20	2,035.20	4,409.60	52,915.20
	D	26.72	2,137.60	2,137.60	4,631.47	55,577.60
	E	28.06	2,244.80	2,244.80	4,863.73	58,364.80
pt121	A	23.26	1,860.80	1,860.80	4,031.73	48,380.80
	B	24.43	1,954.40	1,954.40	4,234.53	50,814.40
	C	25.66	2,052.80	2,052.80	4,447.73	53,372.80
	D	26.95	2,156.00	2,156.00	4,671.33	56,056.00
	E	28.30	2,264.00	2,264.00	4,905.33	58,864.00

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JANUARY 10, 2023**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt122	A	23.46	1,876.80	1,876.80	4,066.40	48,796.80
	B	24.64	1,971.20	1,971.20	4,270.93	51,251.20
	C	25.88	2,070.40	2,070.40	4,485.87	53,830.40
	D	27.18	2,174.40	2,174.40	4,711.20	56,534.40
	E	28.54	2,283.20	2,283.20	4,946.93	59,363.20
pt123	A	23.66	1,892.80	1,892.80	4,101.07	49,212.80
	B	24.85	1,988.00	1,988.00	4,307.33	51,688.00
	C	26.10	2,088.00	2,088.00	4,524.00	54,288.00
	D	27.41	2,192.80	2,192.80	4,751.07	57,012.80
	E	28.79	2,303.20	2,303.20	4,990.27	59,883.20
pt124	A	23.86	1,908.80	1,908.80	4,135.73	49,628.80
	B	25.06	2,004.80	2,004.80	4,343.73	52,124.80
	C	26.32	2,105.60	2,105.60	4,562.13	54,745.60
	D	27.64	2,211.20	2,211.20	4,790.93	57,491.20
	E	29.03	2,322.40	2,322.40	5,031.87	60,382.40
pt125	A	24.06	1,924.80	1,924.80	4,170.40	50,044.80
	B	25.27	2,021.60	2,021.60	4,380.13	52,561.60
	C	26.54	2,123.20	2,123.20	4,600.27	55,203.20
	D	27.87	2,229.60	2,229.60	4,830.80	57,969.60
	E	29.27	2,341.60	2,341.60	5,073.47	60,881.60
pt126	A	24.26	1,940.80	1,940.80	4,205.07	50,460.80
	B	25.48	2,038.40	2,038.40	4,416.53	52,998.40
	C	26.76	2,140.80	2,140.80	4,638.40	55,660.80
	D	28.10	2,248.00	2,248.00	4,870.67	58,448.00
	E	29.51	2,360.80	2,360.80	5,115.07	61,380.80
pt127	A	24.47	1,957.60	1,957.60	4,241.47	50,897.60
	B	25.70	2,056.00	2,056.00	4,454.67	53,456.00
	C	26.99	2,159.20	2,159.20	4,678.27	56,139.20
	D	28.34	2,267.20	2,267.20	4,912.27	58,947.20
	E	29.76	2,380.80	2,380.80	5,158.40	61,900.80
pt128	A	24.68	1,974.40	1,974.40	4,277.87	51,334.40
	B	25.92	2,073.60	2,073.60	4,492.80	53,913.60
	C	27.22	2,177.60	2,177.60	4,718.13	56,617.60
	D	28.59	2,287.20	2,287.20	4,955.60	59,467.20
	E	30.02	2,401.60	2,401.60	5,203.47	62,441.60
pt129	A	24.89	1,991.20	1,991.20	4,314.27	51,771.20
	B	26.14	2,091.20	2,091.20	4,530.93	54,371.20
	C	27.45	2,196.00	2,196.00	4,758.00	57,096.00
	D	28.83	2,306.40	2,306.40	4,997.20	59,966.40
	E	30.28	2,422.40	2,422.40	5,248.53	62,982.40
pt130	A	25.10	2,008.00	2,008.00	4,350.67	52,208.00
	B	26.36	2,108.80	2,108.80	4,569.07	54,828.80
	C	27.68	2,214.40	2,214.40	4,797.87	57,574.40
	D	29.07	2,325.60	2,325.60	5,038.80	60,465.60
	E	30.53	2,442.40	2,442.40	5,291.87	63,502.40

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JANUARY 10, 2023**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt131	A	25.31	2,024.80	2,024.80	4,387.07	52,644.80
	B	26.58	2,126.40	2,126.40	4,607.20	55,286.40
	C	27.91	2,232.80	2,232.80	4,837.73	58,052.80
	D	29.31	2,344.80	2,344.80	5,080.40	60,964.80
	E	30.78	2,462.40	2,462.40	5,335.20	64,022.40
pt132	A	25.53	2,042.40	2,042.40	4,425.20	53,102.40
	B	26.81	2,144.80	2,144.80	4,647.07	55,764.80
	C	28.16	2,252.80	2,252.80	4,881.07	58,572.80
	D	29.57	2,365.60	2,365.60	5,125.47	61,505.60
	E	31.05	2,484.00	2,484.00	5,382.00	64,584.00
pt133	A	25.75	2,060.00	2,060.00	4,463.33	53,560.00
	B	27.04	2,163.20	2,163.20	4,686.93	56,243.20
	C	28.40	2,272.00	2,272.00	4,922.67	59,072.00
	D	29.82	2,385.60	2,385.60	5,168.80	62,025.60
	E	31.32	2,505.60	2,505.60	5,428.80	65,145.60
pt134	A	25.97	2,077.60	2,077.60	4,501.47	54,017.60
	B	27.27	2,181.60	2,181.60	4,726.80	56,721.60
	C	28.64	2,291.20	2,291.20	4,964.27	59,571.20
	D	30.08	2,406.40	2,406.40	5,213.87	62,566.40
	E	31.59	2,527.20	2,527.20	5,475.60	65,707.20
pt135	A	26.19	2,095.20	2,095.20	4,539.60	54,475.20
	B	27.50	2,200.00	2,200.00	4,766.67	57,200.00
	C	28.88	2,310.40	2,310.40	5,005.87	60,070.40
	D	30.33	2,426.40	2,426.40	5,257.20	63,086.40
	E	31.85	2,548.00	2,548.00	5,520.67	66,248.00
pt136	A	26.41	2,112.80	2,112.80	4,577.73	54,932.80
	B	27.74	2,219.20	2,219.20	4,808.27	57,699.20
	C	29.13	2,330.40	2,330.40	5,049.20	60,590.40
	D	30.59	2,447.20	2,447.20	5,302.27	63,627.20
	E	32.12	2,569.60	2,569.60	5,567.47	66,809.60
pt137	A	26.63	2,130.40	2,130.40	4,615.87	55,390.40
	B	27.97	2,237.60	2,237.60	4,848.13	58,177.60
	C	29.37	2,349.60	2,349.60	5,090.80	61,089.60
	D	30.84	2,467.20	2,467.20	5,345.60	64,147.20
	E	32.39	2,591.20	2,591.20	5,614.27	67,371.20
pt138	A	26.86	2,148.80	2,148.80	4,655.73	55,868.80
	B	28.21	2,256.80	2,256.80	4,889.73	58,676.80
	C	29.63	2,370.40	2,370.40	5,135.87	61,630.40
	D	31.12	2,489.60	2,489.60	5,394.13	64,729.60
	E	32.68	2,614.40	2,614.40	5,664.53	67,974.40
pt139	A	27.09	2,167.20	2,167.20	4,695.60	56,347.20
	B	28.45	2,276.00	2,276.00	4,931.33	59,176.00
	C	29.88	2,390.40	2,390.40	5,179.20	62,150.40
	D	31.38	2,510.40	2,510.40	5,439.20	65,270.40
	E	32.95	2,636.00	2,636.00	5,711.33	68,536.00

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JANUARY 10, 2023**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt140	A	27.32	2,185.60	2,185.60	4,735.47	56,825.60
	B	28.69	2,295.20	2,295.20	4,972.93	59,675.20
	C	30.13	2,410.40	2,410.40	5,222.53	62,670.40
	D	31.64	2,531.20	2,531.20	5,484.27	65,811.20
	E	33.23	2,658.40	2,658.40	5,759.87	69,118.40
pt141	A	27.55	2,204.00	2,204.00	4,775.33	57,304.00
	B	28.93	2,314.40	2,314.40	5,014.53	60,174.40
	C	30.38	2,430.40	2,430.40	5,265.87	63,190.40
	D	31.90	2,552.00	2,552.00	5,529.33	66,352.00
	E	33.50	2,680.00	2,680.00	5,806.67	69,680.00
pt142	A	27.78	2,222.40	2,222.40	4,815.20	57,782.40
	B	29.17	2,333.60	2,333.60	5,056.13	60,673.60
	C	30.63	2,450.40	2,450.40	5,309.20	63,710.40
	D	32.17	2,573.60	2,573.60	5,576.13	66,913.60
	E	33.78	2,702.40	2,702.40	5,855.20	70,262.40
pt143	A	28.02	2,241.60	2,241.60	4,856.80	58,281.60
	B	29.43	2,354.40	2,354.40	5,101.20	61,214.40
	C	30.91	2,472.80	2,472.80	5,357.73	64,292.80
	D	32.46	2,596.80	2,596.80	5,626.40	67,516.80
	E	34.09	2,727.20	2,727.20	5,908.93	70,907.20
pt144	A	28.26	2,260.80	2,260.80	4,898.40	58,780.80
	B	29.68	2,374.40	2,374.40	5,144.53	61,734.40
	C	31.17	2,493.60	2,493.60	5,402.80	64,833.60
	D	32.73	2,618.40	2,618.40	5,673.20	68,078.40
	E	34.37	2,749.60	2,749.60	5,957.47	71,489.60
pt145	A	28.50	2,280.00	2,280.00	4,940.00	59,280.00
	B	29.93	2,394.40	2,394.40	5,187.87	62,254.40
	C	31.43	2,514.40	2,514.40	5,447.87	65,374.40
	D	33.01	2,640.80	2,640.80	5,721.73	68,660.80
	E	34.67	2,773.60	2,773.60	6,009.47	72,113.60
pt146	A	28.74	2,299.20	2,299.20	4,981.60	59,779.20
	B	30.18	2,414.40	2,414.40	5,231.20	62,774.40
	C	31.69	2,535.20	2,535.20	5,492.93	65,915.20
	D	33.28	2,662.40	2,662.40	5,768.53	69,222.40
	E	34.95	2,796.00	2,796.00	6,058.00	72,696.00

City of National City
Human Resources Department

PART-TIME and SEASONAL POSITIONS
July 11, 2023

POSITION TITLE	SALARY RANGE	HOURLY SALARY
Aquatics Manager	pt090	\$18.43 – \$22.42
Cashier	pt077	\$16.51 – \$20.09
Dishwasher	pt077	\$16.51 – \$20.09
Equipment Service Trainee	pt077	\$16.51 – \$20.09
Kitchen Aide	pt077	\$16.51 – \$20.09
Librarian	pt146	\$29.62 – \$36.03
Library Assistant	pt082	\$17.22 – \$20.95
Library Clerk (Grant Funded)	pt077	\$16.51 – \$20.09
Library Technician	pt113	\$22.39 – \$27.23
Lifeguard/Swim Instructor	pt077	\$16.51 – \$20.09
Management Intern (Graduate)	N/A	\$21.86
Management Intern (Undergraduate)	N/A	\$16.39
Office Aide	pt077	\$16.51 – \$20.09
Part-Time Call Taker	pt110	\$21.82 – \$26.55
Police Cadet	pt077	\$16.51 – \$20.09
Recreation Aide	pt077	\$16.51 – \$20.09
Recreation Leader I	pt078	\$16.65 – \$20.26
Recreation Leader II	pt079	\$16.79 – \$20.43
Recreation Leader III	pt080	\$16.93 – \$20.60

City of National City
Human Resources Department

PART-TIME and SEASONAL POSITIONS

July 11, 2023

POSITION TITLE	SALARY RANGE	HOURLY SALARY
Recreation Specialist	pt080	\$16.93 – \$20.60
Seasonal Park Aide	pt077	\$16.51 – \$20.09
Senior Library Technician	pt119	\$23.56 – \$28.65
Senior Lifeguard	pt078	\$16.65 – \$20.26
Stock Clerk/Storekeeper	pt077	\$16.51 – \$20.09
Student Worker	pt077	\$16.51 – \$20.09

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JULY 11, 2023**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt077	A	16.51	1,320.80	1,320.80	2,861.73	34,340.80
	B	17.34	1,387.20	1,387.20	3,005.60	36,067.20
	C	18.21	1,456.80	1,456.80	3,156.40	37,876.80
	D	19.13	1,530.40	1,530.40	3,315.87	39,790.40
	E	20.09	1,607.20	1,607.20	3,482.27	41,787.20
pt078	A	16.65	1,332.00	1,332.00	2,886.00	34,632.00
	B	17.49	1,399.20	1,399.20	3,031.60	36,379.20
	C	18.37	1,469.60	1,469.60	3,184.13	38,209.60
	D	19.29	1,543.20	1,543.20	3,343.60	40,123.20
	E	20.26	1,620.80	1,620.80	3,511.73	42,140.80
pt079	A	16.79	1,343.20	1,343.20	2,910.27	34,923.20
	B	17.63	1,410.40	1,410.40	3,055.87	36,670.40
	C	18.52	1,481.60	1,481.60	3,210.13	38,521.60
	D	19.45	1,556.00	1,556.00	3,371.33	40,456.00
	E	20.43	1,634.40	1,634.40	3,541.20	42,494.40
pt080	A	16.93	1,354.40	1,354.40	2,934.53	35,214.40
	B	17.78	1,422.40	1,422.40	3,081.87	36,982.40
	C	18.67	1,493.60	1,493.60	3,236.13	38,833.60
	D	19.61	1,568.80	1,568.80	3,399.07	40,788.80
	E	20.60	1,648.00	1,648.00	3,570.67	42,848.00
pt081	A	17.07	1,365.60	1,365.60	2,958.80	35,505.60
	B	17.93	1,434.40	1,434.40	3,107.87	37,294.40
	C	18.83	1,506.40	1,506.40	3,263.87	39,166.40
	D	19.78	1,582.40	1,582.40	3,428.53	41,142.40
	E	20.77	1,661.60	1,661.60	3,600.13	43,201.60
pt082	A	17.22	1,377.60	1,377.60	2,984.80	35,817.60
	B	18.09	1,447.20	1,447.20	3,135.60	37,627.20
	C	19.00	1,520.00	1,520.00	3,293.33	39,520.00
	D	19.95	1,596.00	1,596.00	3,458.00	41,496.00
	E	20.95	1,676.00	1,676.00	3,631.33	43,576.00
pt083	A	17.37	1,389.60	1,389.60	3,010.80	36,129.60
	B	18.24	1,459.20	1,459.20	3,161.60	37,939.20
	C	19.16	1,532.80	1,532.80	3,321.07	39,852.80
	D	20.12	1,609.60	1,609.60	3,487.47	41,849.60
	E	21.13	1,690.40	1,690.40	3,662.53	43,950.40
pt084	A	17.52	1,401.60	1,401.60	3,036.80	36,441.60
	B	18.40	1,472.00	1,472.00	3,189.33	38,272.00
	C	19.32	1,545.60	1,545.60	3,348.80	40,185.60
	D	20.29	1,623.20	1,623.20	3,516.93	42,203.20
	E	21.31	1,704.80	1,704.80	3,693.73	44,324.80
pt085	A	17.67	1,413.60	1,413.60	3,062.80	36,753.60
	B	18.56	1,484.80	1,484.80	3,217.07	38,604.80
	C	19.49	1,559.20	1,559.20	3,378.27	40,539.20
	D	20.47	1,637.60	1,637.60	3,548.13	42,577.60
	E	21.50	1,720.00	1,720.00	3,726.67	44,720.00

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JULY 11, 2023**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt086	A	17.82	1,425.60	1,425.60	3,088.80	37,065.60
	B	18.72	1,497.60	1,497.60	3,244.80	38,937.60
	C	19.66	1,572.80	1,572.80	3,407.73	40,892.80
	D	20.65	1,652.00	1,652.00	3,579.33	42,952.00
	E	21.69	1,735.20	1,735.20	3,759.60	45,115.20
pt087	A	17.97	1,437.60	1,437.60	3,114.80	37,377.60
	B	18.87	1,509.60	1,509.60	3,270.80	39,249.60
	C	19.82	1,585.60	1,585.60	3,435.47	41,225.60
	D	20.82	1,665.60	1,665.60	3,608.80	43,305.60
	E	21.87	1,749.60	1,749.60	3,790.80	45,489.60
pt088	A	18.12	1,449.60	1,449.60	3,140.80	37,689.60
	B	19.03	1,522.40	1,522.40	3,298.53	39,582.40
	C	19.99	1,599.20	1,599.20	3,464.93	41,579.20
	D	20.99	1,679.20	1,679.20	3,638.27	43,659.20
	E	22.04	1,763.20	1,763.20	3,820.27	45,843.20
pt089	A	18.27	1,461.60	1,461.60	3,166.80	38,001.60
	B	19.19	1,535.20	1,535.20	3,326.27	39,915.20
	C	20.15	1,612.00	1,612.00	3,492.67	41,912.00
	D	21.16	1,692.80	1,692.80	3,667.73	44,012.80
	E	22.22	1,777.60	1,777.60	3,851.47	46,217.60
pt090	A	18.43	1,474.40	1,474.40	3,194.53	38,334.40
	B	19.36	1,548.80	1,548.80	3,355.73	40,268.80
	C	20.33	1,626.40	1,626.40	3,523.87	42,286.40
	D	21.35	1,708.00	1,708.00	3,700.67	44,408.00
	E	22.42	1,793.60	1,793.60	3,886.13	46,633.60
pt091	A	18.59	1,487.20	1,487.20	3,222.27	38,667.20
	B	19.52	1,561.60	1,561.60	3,383.47	40,601.60
	C	20.50	1,640.00	1,640.00	3,553.33	42,640.00
	D	21.53	1,722.40	1,722.40	3,731.87	44,782.40
	E	22.61	1,808.80	1,808.80	3,919.07	47,028.80
pt092	A	18.75	1,500.00	1,500.00	3,250.00	39,000.00
	B	19.69	1,575.20	1,575.20	3,412.93	40,955.20
	C	20.68	1,654.40	1,654.40	3,584.53	43,014.40
	D	21.72	1,737.60	1,737.60	3,764.80	45,177.60
	E	22.81	1,824.80	1,824.80	3,953.73	47,444.80
pt093	A	18.91	1,512.80	1,512.80	3,277.73	39,332.80
	B	19.86	1,588.80	1,588.80	3,442.40	41,308.80
	C	20.86	1,668.80	1,668.80	3,615.73	43,388.80
	D	21.91	1,752.80	1,752.80	3,797.73	45,572.80
	E	23.01	1,840.80	1,840.80	3,988.40	47,860.80
pt094	A	19.07	1,525.60	1,525.60	3,305.47	39,665.60
	B	20.03	1,602.40	1,602.40	3,471.87	41,662.40
	C	21.04	1,683.20	1,683.20	3,646.93	43,763.20
	D	22.10	1,768.00	1,768.00	3,830.67	45,968.00
	E	23.21	1,856.80	1,856.80	4,023.07	48,276.80

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JULY 11, 2023**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt095	A	19.23	1,538.40	1,538.40	3,333.20	39,998.40
	B	20.20	1,616.00	1,616.00	3,501.33	42,016.00
	C	21.21	1,696.80	1,696.80	3,676.40	44,116.80
	D	22.28	1,782.40	1,782.40	3,861.87	46,342.40
	E	23.40	1,872.00	1,872.00	4,056.00	48,672.00
pt096	A	19.39	1,551.20	1,551.20	3,360.93	40,331.20
	B	20.36	1,628.80	1,628.80	3,529.07	42,348.80
	C	21.38	1,710.40	1,710.40	3,705.87	44,470.40
	D	22.45	1,796.00	1,796.00	3,891.33	46,696.00
	E	23.58	1,886.40	1,886.40	4,087.20	49,046.40
pt097	A	19.55	1,564.00	1,564.00	3,388.67	40,664.00
	B	20.53	1,642.40	1,642.40	3,558.53	42,702.40
	C	21.56	1,724.80	1,724.80	3,737.07	44,844.80
	D	22.64	1,811.20	1,811.20	3,924.27	47,091.20
	E	23.78	1,902.40	1,902.40	4,121.87	49,462.40
pt098	A	19.72	1,577.60	1,577.60	3,418.13	41,017.60
	B	20.71	1,656.80	1,656.80	3,589.73	43,076.80
	C	21.75	1,740.00	1,740.00	3,770.00	45,240.00
	D	22.84	1,827.20	1,827.20	3,958.93	47,507.20
	E	23.99	1,919.20	1,919.20	4,158.27	49,899.20
pt099	A	19.89	1,591.20	1,591.20	3,447.60	41,371.20
	B	20.89	1,671.20	1,671.20	3,620.93	43,451.20
	C	21.94	1,755.20	1,755.20	3,802.93	45,635.20
	D	23.04	1,843.20	1,843.20	3,993.60	47,923.20
	E	24.20	1,936.00	1,936.00	4,194.67	50,336.00
pt100	A	20.06	1,604.80	1,604.80	3,477.07	41,724.80
	B	21.07	1,685.60	1,685.60	3,652.13	43,825.60
	C	22.13	1,770.40	1,770.40	3,835.87	46,030.40
	D	23.24	1,859.20	1,859.20	4,028.27	48,339.20
	E	24.41	1,952.80	1,952.80	4,231.07	50,772.80
pt101	A	20.23	1,618.40	1,618.40	3,506.53	42,078.40
	B	21.25	1,700.00	1,700.00	3,683.33	44,200.00
	C	22.32	1,785.60	1,785.60	3,868.80	46,425.60
	D	23.44	1,875.20	1,875.20	4,062.93	48,755.20
	E	24.62	1,969.60	1,969.60	4,267.47	51,209.60
pt102	A	20.40	1,632.00	1,632.00	3,536.00	42,432.00
	B	21.42	1,713.60	1,713.60	3,712.80	44,553.60
	C	22.50	1,800.00	1,800.00	3,900.00	46,800.00
	D	23.63	1,890.40	1,890.40	4,095.87	49,150.40
	E	24.82	1,985.60	1,985.60	4,302.13	51,625.60
pt103	A	20.57	1,645.60	1,645.60	3,565.47	42,785.60
	B	21.60	1,728.00	1,728.00	3,744.00	44,928.00
	C	22.68	1,814.40	1,814.40	3,931.20	47,174.40
	D	23.82	1,905.60	1,905.60	4,128.80	49,545.60
	E	25.02	2,001.60	2,001.60	4,336.80	52,041.60

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JULY 11, 2023**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt104	A	20.74	1,659.20	1,659.20	3,594.93	43,139.20
	B	21.78	1,742.40	1,742.40	3,775.20	45,302.40
	C	22.87	1,829.60	1,829.60	3,964.13	47,569.60
	D	24.02	1,921.60	1,921.60	4,163.47	49,961.60
	E	25.23	2,018.40	2,018.40	4,373.20	52,478.40
pt105	A	20.92	1,673.60	1,673.60	3,626.13	43,513.60
	B	21.97	1,757.60	1,757.60	3,808.13	45,697.60
	C	23.07	1,845.60	1,845.60	3,998.80	47,985.60
	D	24.23	1,938.40	1,938.40	4,199.87	50,398.40
	E	25.45	2,036.00	2,036.00	4,411.33	52,936.00
pt106	A	21.10	1,688.00	1,688.00	3,657.33	43,888.00
	B	22.16	1,772.80	1,772.80	3,841.07	46,092.80
	C	23.27	1,861.60	1,861.60	4,033.47	48,401.60
	D	24.44	1,955.20	1,955.20	4,236.27	50,835.20
	E	25.67	2,053.60	2,053.60	4,449.47	53,393.60
pt107	A	21.28	1,702.40	1,702.40	3,688.53	44,262.40
	B	22.35	1,788.00	1,788.00	3,874.00	46,488.00
	C	23.47	1,877.60	1,877.60	4,068.13	48,817.60
	D	24.65	1,972.00	1,972.00	4,272.67	51,272.00
	E	25.89	2,071.20	2,071.20	4,487.60	53,851.20
pt108	A	21.46	1,716.80	1,716.80	3,719.73	44,636.80
	B	22.54	1,803.20	1,803.20	3,906.93	46,883.20
	C	23.67	1,893.60	1,893.60	4,102.80	49,233.60
	D	24.86	1,988.80	1,988.80	4,309.07	51,708.80
	E	26.11	2,088.80	2,088.80	4,525.73	54,308.80
pt109	A	21.64	1,731.20	1,731.20	3,750.93	45,011.20
	B	22.73	1,818.40	1,818.40	3,939.87	47,278.40
	C	23.87	1,909.60	1,909.60	4,137.47	49,649.60
	D	25.07	2,005.60	2,005.60	4,345.47	52,145.60
	E	26.33	2,106.40	2,106.40	4,563.87	54,766.40
pt110	A	21.82	1,745.60	1,745.60	3,782.13	45,385.60
	B	22.92	1,833.60	1,833.60	3,972.80	47,673.60
	C	24.07	1,925.60	1,925.60	4,172.13	50,065.60
	D	25.28	2,022.40	2,022.40	4,381.87	52,582.40
	E	26.55	2,124.00	2,124.00	4,602.00	55,224.00
pt111	A	22.01	1,760.80	1,760.80	3,815.07	45,780.80
	B	23.12	1,849.60	1,849.60	4,007.47	48,089.60
	C	24.28	1,942.40	1,942.40	4,208.53	50,502.40
	D	25.50	2,040.00	2,040.00	4,420.00	53,040.00
	E	26.78	2,142.40	2,142.40	4,641.87	55,702.40
pt112	A	22.20	1,776.00	1,776.00	3,848.00	46,176.00
	B	23.31	1,864.80	1,864.80	4,040.40	48,484.80
	C	24.48	1,958.40	1,958.40	4,243.20	50,918.40
	D	25.71	2,056.80	2,056.80	4,456.40	53,476.80
	E	27.00	2,160.00	2,160.00	4,680.00	56,160.00

**CITY OF NATIONAL CITY
PART-TIME & SEASONAL POSITIONS
3% INCREASE EFFECTIVE: JULY 11, 2023**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt113	A	22.39	1,791.20	1,791.20	3,880.93	46,571.20
	B	23.51	1,880.80	1,880.80	4,075.07	48,900.80
	C	24.69	1,975.20	1,975.20	4,279.60	51,355.20
	D	25.93	2,074.40	2,074.40	4,494.53	53,934.40
	E	27.23	2,178.40	2,178.40	4,719.87	56,638.40
pt114	A	22.58	1,806.40	1,806.40	3,913.87	46,966.40
	B	23.71	1,896.80	1,896.80	4,109.73	49,316.80
	C	24.90	1,992.00	1,992.00	4,316.00	51,792.00
	D	26.15	2,092.00	2,092.00	4,532.67	54,392.00
	E	27.46	2,196.80	2,196.80	4,759.73	57,116.80
pt115	A	22.77	1,821.60	1,821.60	3,946.80	47,361.60
	B	23.91	1,912.80	1,912.80	4,144.40	49,732.80
	C	25.11	2,008.80	2,008.80	4,352.40	52,228.80
	D	26.37	2,109.60	2,109.60	4,570.80	54,849.60
	E	27.69	2,215.20	2,215.20	4,799.60	57,595.20
pt116	A	22.96	1,836.80	1,836.80	3,979.73	47,756.80
	B	24.11	1,928.80	1,928.80	4,179.07	50,148.80
	C	25.32	2,025.60	2,025.60	4,388.80	52,665.60
	D	26.59	2,127.20	2,127.20	4,608.93	55,307.20
	E	27.92	2,233.60	2,233.60	4,839.47	58,073.60
pt117	A	23.16	1,852.80	1,852.80	4,014.40	48,172.80
	B	24.32	1,945.60	1,945.60	4,215.47	50,585.60
	C	25.54	2,043.20	2,043.20	4,426.93	53,123.20
	D	26.82	2,145.60	2,145.60	4,648.80	55,785.60
	E	28.17	2,253.60	2,253.60	4,882.80	58,593.60
pt118	A	23.36	1,868.80	1,868.80	4,049.07	48,588.80
	B	24.53	1,962.40	1,962.40	4,251.87	51,022.40
	C	25.76	2,060.80	2,060.80	4,465.07	53,580.80
	D	27.05	2,164.00	2,164.00	4,688.67	56,264.00
	E	28.41	2,272.80	2,272.80	4,924.40	59,092.80
pt119	A	23.56	1,884.80	1,884.80	4,083.73	49,004.80
	B	24.74	1,979.20	1,979.20	4,288.27	51,459.20
	C	25.98	2,078.40	2,078.40	4,503.20	54,038.40
	D	27.28	2,182.40	2,182.40	4,728.53	56,742.40
	E	28.65	2,292.00	2,292.00	4,966.00	59,592.00
pt120	A	23.76	1,900.80	1,900.80	4,118.40	49,420.80
	B	24.95	1,996.00	1,996.00	4,324.67	51,896.00
	C	26.20	2,096.00	2,096.00	4,541.33	54,496.00
	D	27.51	2,200.80	2,200.80	4,768.40	57,220.80
	E	28.89	2,311.20	2,311.20	5,007.60	60,091.20
pt121	A	23.96	1,916.80	1,916.80	4,153.07	49,836.80
	B	25.16	2,012.80	2,012.80	4,361.07	52,332.80
	C	26.42	2,113.60	2,113.60	4,579.47	54,953.60
	D	27.75	2,220.00	2,220.00	4,810.00	57,720.00
	E	29.14	2,331.20	2,331.20	5,050.93	60,611.20

**CITY OF NATIONAL CITY
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RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt122	A	24.16	1,932.80	1,932.80	4,187.73	50,252.80
	B	25.37	2,029.60	2,029.60	4,397.47	52,769.60
	C	26.64	2,131.20	2,131.20	4,617.60	55,411.20
	D	27.98	2,238.40	2,238.40	4,849.87	58,198.40
	E	29.38	2,350.40	2,350.40	5,092.53	61,110.40
pt123	A	24.37	1,949.60	1,949.60	4,224.13	50,689.60
	B	25.59	2,047.20	2,047.20	4,435.60	53,227.20
	C	26.87	2,149.60	2,149.60	4,657.47	55,889.60
	D	28.22	2,257.60	2,257.60	4,891.47	58,697.60
	E	29.64	2,371.20	2,371.20	5,137.60	61,651.20
pt124	A	24.58	1,966.40	1,966.40	4,260.53	51,126.40
	B	25.81	2,064.80	2,064.80	4,473.73	53,684.80
	C	27.11	2,168.80	2,168.80	4,699.07	56,388.80
	D	28.47	2,277.60	2,277.60	4,934.80	59,217.60
	E	29.90	2,392.00	2,392.00	5,182.67	62,192.00
pt125	A	24.79	1,983.20	1,983.20	4,296.93	51,563.20
	B	26.03	2,082.40	2,082.40	4,511.87	54,142.40
	C	27.34	2,187.20	2,187.20	4,738.93	56,867.20
	D	28.71	2,296.80	2,296.80	4,976.40	59,716.80
	E	30.15	2,412.00	2,412.00	5,226.00	62,712.00
pt126	A	25.00	2,000.00	2,000.00	4,333.33	52,000.00
	B	26.25	2,100.00	2,100.00	4,550.00	54,600.00
	C	27.57	2,205.60	2,205.60	4,778.80	57,345.60
	D	28.95	2,316.00	2,316.00	5,018.00	60,216.00
	E	30.40	2,432.00	2,432.00	5,269.33	63,232.00
pt127	A	25.21	2,016.80	2,016.80	4,369.73	52,436.80
	B	26.48	2,118.40	2,118.40	4,589.87	55,078.40
	C	27.81	2,224.80	2,224.80	4,820.40	57,844.80
	D	29.21	2,336.80	2,336.80	5,063.07	60,756.80
	E	30.68	2,454.40	2,454.40	5,317.87	63,814.40
pt128	A	25.42	2,033.60	2,033.60	4,406.13	52,873.60
	B	26.70	2,136.00	2,136.00	4,628.00	55,536.00
	C	28.04	2,243.20	2,243.20	4,860.27	58,323.20
	D	29.45	2,356.00	2,356.00	5,104.67	61,256.00
	E	30.93	2,474.40	2,474.40	5,361.20	64,334.40
pt129	A	25.64	2,051.20	2,051.20	4,444.27	53,331.20
	B	26.93	2,154.40	2,154.40	4,667.87	56,014.40
	C	28.28	2,262.40	2,262.40	4,901.87	58,822.40
	D	29.70	2,376.00	2,376.00	5,148.00	61,776.00
	E	31.19	2,495.20	2,495.20	5,406.27	64,875.20
pt130	A	25.86	2,068.80	2,068.80	4,482.40	53,788.80
	B	27.16	2,172.80	2,172.80	4,707.73	56,492.80
	C	28.52	2,281.60	2,281.60	4,943.47	59,321.60
	D	29.95	2,396.00	2,396.00	5,191.33	62,296.00
	E	31.45	2,516.00	2,516.00	5,451.33	65,416.00

**CITY OF NATIONAL CITY
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RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt131	A	26.08	2,086.40	2,086.40	4,520.53	54,246.40
	B	27.39	2,191.20	2,191.20	4,747.60	56,971.20
	C	28.76	2,300.80	2,300.80	4,985.07	59,820.80
	D	30.20	2,416.00	2,416.00	5,234.67	62,816.00
	E	31.71	2,536.80	2,536.80	5,496.40	65,956.80
pt132	A	26.30	2,104.00	2,104.00	4,558.67	54,704.00
	B	27.62	2,209.60	2,209.60	4,787.47	57,449.60
	C	29.01	2,320.80	2,320.80	5,028.40	60,340.80
	D	30.47	2,437.60	2,437.60	5,281.47	63,377.60
	E	32.00	2,560.00	2,560.00	5,546.67	66,560.00
pt133	A	26.52	2,121.60	2,121.60	4,596.80	55,161.60
	B	27.85	2,228.00	2,228.00	4,827.33	57,928.00
	C	29.25	2,340.00	2,340.00	5,070.00	60,840.00
	D	30.72	2,457.60	2,457.60	5,324.80	63,897.60
	E	32.26	2,580.80	2,580.80	5,591.73	67,100.80
pt134	A	26.75	2,140.00	2,140.00	4,636.67	55,640.00
	B	28.09	2,247.20	2,247.20	4,868.93	58,427.20
	C	29.50	2,360.00	2,360.00	5,113.33	61,360.00
	D	30.98	2,478.40	2,478.40	5,369.87	64,438.40
	E	32.53	2,602.40	2,602.40	5,638.53	67,662.40
pt135	A	26.98	2,158.40	2,158.40	4,676.53	56,118.40
	B	28.33	2,266.40	2,266.40	4,910.53	58,926.40
	C	29.75	2,380.00	2,380.00	5,156.67	61,880.00
	D	31.24	2,499.20	2,499.20	5,414.93	64,979.20
	E	32.81	2,624.80	2,624.80	5,687.07	68,244.80
pt136	A	27.21	2,176.80	2,176.80	4,716.40	56,596.80
	B	28.58	2,286.40	2,286.40	4,953.87	59,446.40
	C	30.01	2,400.80	2,400.80	5,201.73	62,420.80
	D	31.52	2,521.60	2,521.60	5,463.47	65,561.60
	E	33.10	2,648.00	2,648.00	5,737.33	68,848.00
pt137	A	27.44	2,195.20	2,195.20	4,756.27	57,075.20
	B	28.82	2,305.60	2,305.60	4,995.47	59,945.60
	C	30.27	2,421.60	2,421.60	5,246.80	62,961.60
	D	31.79	2,543.20	2,543.20	5,510.27	66,123.20
	E	33.38	2,670.40	2,670.40	5,785.87	69,430.40
pt138	A	27.67	2,213.60	2,213.60	4,796.13	57,553.60
	B	29.06	2,324.80	2,324.80	5,037.07	60,444.80
	C	30.52	2,441.60	2,441.60	5,290.13	63,481.60
	D	32.05	2,564.00	2,564.00	5,555.33	66,664.00
	E	33.66	2,692.80	2,692.80	5,834.40	70,012.80
pt139	A	27.91	2,232.80	2,232.80	4,837.73	58,052.80
	B	29.31	2,344.80	2,344.80	5,080.40	60,964.80
	C	30.78	2,462.40	2,462.40	5,335.20	64,022.40
	D	32.32	2,585.60	2,585.60	5,602.13	67,225.60
	E	33.94	2,715.20	2,715.20	5,882.93	70,595.20

**CITY OF NATIONAL CITY
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3% INCREASE EFFECTIVE: JULY 11, 2023**

RANGE	STEP	HOURLY	BASE	BIWEEKLY	MONTHLY	ANNUAL
pt140	A	28.15	2,252.00	2,252.00	4,879.33	58,552.00
	B	29.56	2,364.80	2,364.80	5,123.73	61,484.80
	C	31.04	2,483.20	2,483.20	5,380.27	64,563.20
	D	32.60	2,608.00	2,608.00	5,650.67	67,808.00
	E	34.23	2,738.40	2,738.40	5,933.20	71,198.40
pt141	A	28.39	2,271.20	2,271.20	4,920.93	59,051.20
	B	29.81	2,384.80	2,384.80	5,167.07	62,004.80
	C	31.31	2,504.80	2,504.80	5,427.07	65,124.80
	D	32.88	2,630.40	2,630.40	5,699.20	68,390.40
	E	34.53	2,762.40	2,762.40	5,985.20	71,822.40
pt142	A	28.63	2,290.40	2,290.40	4,962.53	59,550.40
	B	30.07	2,405.60	2,405.60	5,212.13	62,545.60
	C	31.58	2,526.40	2,526.40	5,473.87	65,686.40
	D	33.16	2,652.80	2,652.80	5,747.73	68,972.80
	E	34.82	2,785.60	2,785.60	6,035.47	72,425.60
pt143	A	28.87	2,309.60	2,309.60	5,004.13	60,049.60
	B	30.32	2,425.60	2,425.60	5,255.47	63,065.60
	C	31.84	2,547.20	2,547.20	5,518.93	66,227.20
	D	33.44	2,675.20	2,675.20	5,796.27	69,555.20
	E	35.12	2,809.60	2,809.60	6,087.47	73,049.60
pt144	A	29.12	2,329.60	2,329.60	5,047.47	60,569.60
	B	30.58	2,446.40	2,446.40	5,300.53	63,606.40
	C	32.11	2,568.80	2,568.80	5,565.73	66,788.80
	D	33.72	2,697.60	2,697.60	5,844.80	70,137.60
	E	35.41	2,832.80	2,832.80	6,137.73	73,652.80
pt145	A	29.37	2,349.60	2,349.60	5,090.80	61,089.60
	B	30.84	2,467.20	2,467.20	5,345.60	64,147.20
	C	32.39	2,591.20	2,591.20	5,614.27	67,371.20
	D	34.01	2,720.80	2,720.80	5,895.07	70,740.80
	E	35.72	2,857.60	2,857.60	6,191.47	74,297.60
pt146	A	29.62	2,369.60	2,369.60	5,134.13	61,609.60
	B	31.11	2,488.80	2,488.80	5,392.40	64,708.80
	C	32.67	2,613.60	2,613.60	5,662.80	67,953.60
	D	34.31	2,744.80	2,744.80	5,947.07	71,364.80
	E	36.03	2,882.40	2,882.40	6,245.20	74,942.40

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA APPROVING AN AMENDMENT TO THE SALARY SCHEDULE FOR THE PART-TIME AND SEASONAL EMPLOYEE CLASSIFICATIONS TO INCREASE WAGES BY 3% EFFECTIVE THE FIRST FULL PAY PERIOD OF JULY 2022, JANUARY 2023, AND JULY 2023

WHEREAS, on May 17, 2022, City Council directed City staff to increase wages for Part-Time and Seasonal employee classifications by 3% effective the first full pay period of July 2022, January 2023, and July 2023; and

WHEREAS, the salary schedule for these employees was last updated in January 2021; and

WHEREAS, the estimated cost of the wage increases are \$60,000 in Fiscal Year 2023, which was appropriated in the adopted Fiscal Year 2023 budget, and an additional \$30,000 in Fiscal Year 2024 for the 3% increase effective July 2023; and

WHEREAS, City staff recommends that the City Council approve the amendments to the salary schedule for Part-Time and Seasonal employee classifications.

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

Section 1: Hereby authorizes and approves amending the salary schedule for the Part-Time and Seasonal employee classifications to increase wages by 3% effective the first full pay period of July 2022, January 2023, and July 2023.

Section 2: That 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 21st day of June, 2022.

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, California adopting City Council Policy #203, “Investments,” as amended, for fiscal year 2022. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, California, adopting City Council Policy #203, "Investments," as amended, for Fiscal Year 2022.

PREPARED BY: *Ronald Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Molly*

EXPLANATION:

The Council Policy #203 is being amended to replace the title Director of Finance with Administrative Services Director or designee where it is mentioned throughout the document, correcting grammar and formatting on section V, subsection A; section VIII, subsection 1, 4a, 8c, 11c; section X, subsection A and B; and updating Related Policy References, Prior Policy Amendments, and Appendix I, Authorized Personnel. In addition, with the passing of SB998, municipalities are permitted to hold zero or negative interest rate US Government Securities. Per CA Code 53601(o) collateralized mortgage obligations are now an authorized investment.

The changes are minor in nature. The amended policy makes no significant changes to the City's investment goals, authorized investment instruments, or risk management.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: *P. S. Pommeroy* **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, adopting City Council Policy #203, "Investments," as amended, for fiscal year 2022.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Council Policy #203, "Investments" (Draft)
2. Council Policy #203, "Investments" (Final)
3. Resolution

CITY COUNCIL POLICY CITY OF NATIONAL CITY

TITLE: Investments

POLICY #203

ADOPTED: October 23, 1990

AMENDED: August 18, 2020

I. INTRODUCTION

The City of National City's investment program will conform to federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. The following investment policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. It is the policy of the City to invest public funds in a manner that will provide a market rate of return, given its requirements for preserving principal and meeting the daily cash flow demands of the City. All investments will comply with this Investment Policy and governing laws.

This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exception(s):

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. GENERAL OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

1. *Safety:* Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
2. *Liquidity:* The investment portfolio will remain sufficiently liquid to meet all operating requirements

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3. *Return:* The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. PRUDENCE, INDEMNIFICATION, AND ETHICS

A. *Prudent Investor Standard:* Management of the City's investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3:

"...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

B. *Indemnification:* The ~~Director of Finance~~ Administrative Services Director or City Manager designee hereinafter designated as Financial Services Officer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.

C. *Ethics:* Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DELEGATION OF AUTHORITY

A. Authority to manage the City's investment program is derived from California Government Code Section 53600 *et seq.* The City Council is responsible for the City's cash management, including the administration of this Investment Policy. Management responsibility for the cash management of City funds is hereby delegated to the Administrative Services Director ~~of Finance~~ and/or Financial Services Officer.

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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The ~~Director of Finance and/or Financial Services Officer~~Director of Administrative Services Director or designee -will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employee.

B. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

A. The City's ~~Director of Finance and/or Financial Services Officer~~Director of Administrative Services Director or designee -will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:

1. Primary government dealers as designated by the Federal Reserve Bank;
2. Nationally or state-chartered banks;
3. The Federal Reserve Bank; and
4. Direct issuers of securities eligible for purchase.

B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.

C. All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the ~~Director of Finance and/or Financial Services Officer~~Director of Administrative Services Director or designee with a statement certifying that the institution has reviewed California Government Code Section 53600 *et seq.* and the City's Investment Policy.

D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.

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E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS

A. *Delivery-versus-payment:* Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.

B. *Third-party safekeeping:* To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.

C. *Competitive transactions:* All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with California Government Code Section 53600 *et seq.* and as described within this Investment Policy. Permitted investments under this policy will include:

1. **Municipal Bonds.** These include bonds of the City, the State of California, any other state municipality, within the state of California. The bonds will be registered in the name of the City or held under a custodial agreement at a bank.
 - a. Are rated in the category of "A" or better by at least two nationally recognized statistical rating organizations; and
 - b. No more than 5% per issuer.
 - c. No more than 30% of the total portfolio may be invested in municipal bonds.
2. **US Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in US Treasuries.
3. **Federal Agency or United States government-sponsored enterprise obligations,**

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participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.

4. **Banker's acceptances**, provided that:

- a. They are issued by institutions with short term debt obligations rated "A1" or higher, or the equivalent, by at least two nationally recognized statistical-rating organizations (NRSRO); and have long-term debt obligations which are rated "A" or higher by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 180 days; and
- c. No more than 40% of the total portfolio may be invested in banker's acceptances and no more than 5% per issuer.

5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

- a. The amount per institution is limited to the maximum covered under federal insurance; and
- b. The maturity of such deposits does not exceed 5 years.

6. **Certificate of Deposit Placement Service (CDARS)**

- a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS
- b. The maturity of CDARS deposits does not exceed 5 years.

7. **Negotiable certificates of deposit (NCDs)**, provided that:

- a. They are issued by institutions which have long-term obligations which are rated "A" or higher by at least two nationally recognized statistical rating organizations; and/or have short term debt obligations rated "A1" or higher, or the equivalent, by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 5 years; and
- c. No more than 30% of the total portfolio may be invested in NCDs and no more than 5% per issuer.

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8. **Commercial paper**, provided that:

- a. The maturity does not exceed 270 days from the date of purchase;
- b. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million;
- c. They are issued by institutions whose short term obligations are rated “A-1” or higher, or the equivalent, by at least two nationally recognized statistical rating organizations; and whose long-term obligations are rated “A” or higher by at least two nationally recognized statistical rating organizations; and
- d. No more than 25% of the portfolio is invested in commercial paper and no more than 5% per issuer.

9. **State of California Local Agency Investment Fund (LAIF)**, provided that:

- a. The City may invest up to the maximum permitted amount in LAIF; and
- b. LAIF’s investments in instruments prohibited by or not specified in the City’s policy do not exclude it from the City’s list of allowable investments, provided that the fund’s reports allow the Administrative Services Director ~~of Finance~~ or Financial Services Officer or designee to adequately judge the risk inherent in LAIF’s portfolio.

10. **Local government investment pools.**

- a. San Diego County Investment Pool

11. **Corporate medium term notes (MTNs)**, provided that:

- a. Such notes have a maximum maturity of 5 years;
- b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;
- c. Are rated “A” category or better by at least two nationally recognized statistical rating organizations; and
- d. Holdings of medium-term notes may not exceed 30% of the portfolio and no more

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than 5% per issuer.

12. Mortgage pass-through securities—~~and~~, asset-backed securities, and collateralized mortgage obligations, [AS1] provided that such securities:

- a. Have a maximum stated final maturity of 5 years.
- b. Be rated in a rating category of “AA” or its equivalent or better by a nationally recognized statistical rating organization.
- c. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

13. Money market mutual funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

- a. Provided that such funds meet either of the following criteria:
 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or,
 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of \$500 million.
- b. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

14. Suprationals, provided that:

- a. Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- b. The securities are rated in a category of “AA” or higher by a NRSRO.
- c. No more than 30% of the total portfolio may be invested in these securities.

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- d. No more than 10% of the portfolio may be invested in any single issuer.
- e. The maximum maturity does not exceed five (5) years.

IX. PORTFOLIO RISK MANAGEMENT

A. *The following are prohibited investment vehicles and practices:*

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
2. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. [Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.](#)^[AS2]
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.
6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
7. The purchase of foreign currency denominated securities is prohibited.

B. *Mitigating credit risk in the portfolio*

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;
2. No more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted in Section VIII of this Investment Policy;
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response

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to market conditions or the City's risk preferences; and

4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
 - a. If a security is downgraded, the ~~Director of Finance and/or Financial Services Administrative Services Officer~~Director of Administrative Services or designee will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 - b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

C. Mitigating market risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;
2. The maximum percent of callable securities (does not include "make whole call" securities as defined in the Glossary) in the portfolio will be 20%;
3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and
4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City's investment objectives, constraints and risk tolerances. The City's current Benchmark will be documented in the investment procedures manual.

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X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)

A. Overall objective: The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.

A.

B. Specific objective: The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City's investment procedures manual.

XI. PROCEDURES AND INTERNAL CONTROLS

A. Procedures: The ~~Director of Finance and/or Financial Services Officer~~Director of Administrative Services or designee will establish written investment policy procedures in a separate investment procedures manual to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the ~~Director of Finance and/or Financial Services Officer~~Director of Administrative Services or designee.

B. Internal Controls: The ~~Director of Finance and/or Financial Services Officer~~Director of Administrative Services or designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. Internal controls will be in the City's investment procedures manual.

XII. REPORTING AND REVIEW

A. Monthly reports: The Director of Finance and/or Financial Services Officer must submit a monthly report to the legislative body accounting for transactions made during the reporting period.

B. Quarterly reports: Quarterly investment reports will be submitted by the ~~Director of Finance and/or Financial Services Officer~~Director of Administrative Services Director or designee to the City Council, at an agenda meeting. Consistent with the requirements contained in California Government Code Section 53646, information in the quarterly investment reports shall include, but not be limited to, the following:

1. Type of investment
2. Name of issuer and/or financial institution

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3. Date of purchase
4. Date of maturity
5. Current market value for all securities
6. Rate of interest
7. Purchase price of investment
8. Other data as required by the City

C. Annual Policy review: The Investment Policy will be reviewed at least annually and, as necessary, adopted, to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

Related Policy References

California Government Code Sections: 16429.1 – 16429.4, and 53600 – ~~53686~~ 53609 and 53630-53686

Investment Company Act of 1940

Investment Advisers Act of 1940

Securities and Exchange Commission Rule #15C3-1

Appendix I attached: “Authorized Personnel”

Appendix II attached: “Glossary of Investment Terms”

Prior Policy Amendments

October 23, 1990 – Established Policy

May 9, 1995 (Resolution No. 95-62) Updated Policy and Inclusion in the Policy Manual and Amend policy adopted October 23, 1990

August 6, 1996 (Resolution No. 96-130)

August 26, 1997 (Resolution No. 97-110)

October 6, 1998 (Resolution No. 98-136)

September 7, 1999 (Resolution No. 99-130)

October 2, 2001 (Resolution No. 2001-151)

October 1, 2002 (Resolution No. 2002-149)

October 7, 2003 (Resolution No. 2003-139)

June 7, 2005 (Resolution No. 2005-118)

October 4, 2005 (Resolution No. 2005-215)

August 21, 2007 (Resolution No. 2007-202)

February 19, 2008 (Resolution No. 2008-37)

February 19, 2008 (Resolution No. 2008-38) CDC

January 10, 2012 (Resolution No. 2012-09)

December 10, 2013 (Resolution No. 2013-189)

December 16, 2014 (Resolution No. 2014-172)

December 15, 2015 (Resolution No. 2015-186)

December 6, 2016 (Resolution No. 2016-189)

October 17, 2017 (Resolution No. 2017-203)

November 20, 2018 (Resolution No. 2018-189)

August 18, 2020 (Resolution No. 2020-151)

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Appendix I

Authorized Personnel

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager

Assistant City Manager

~~Director of Finance~~

Financial Services Officer

Director of Administrative Services or designee

DRAFT

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Appendix II GLOSSARY OF INVESTMENT TERMS

Agencies. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FDIC. The Federal Deposit Insurance Corporation provides insurance backed by the full faith and credit of the US government to certain bank deposits and debt obligations.

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “Freddie Mac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and Freddie Mac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “Fannie Mae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “Ginnie Mae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Asset-Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Average life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker’s acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The price at which a buyer offers to buy a security.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower

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rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when rates are lower than when the investment was initially made.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial paper. The short-term unsecured debt of corporations.

Cost yield. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

Coupon. The rate of return at which interest is paid on a bond.

Credit risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current yield. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Debenture. A bond secured only by the general credit of the issuer.

Delivery vs. payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Derivative. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate or index.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to

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changes in interest rates. (See modified duration).

Federal funds rate. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

Federal Open Market Committee: A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

Haircut: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity: The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund managed by the California State Treasurer's Office open to government entities and certain non-profit organizations in California.

Local Government Investment Pool. Investment pools including the Local Agency Investment Fund (LAIF), county pools, joint powers authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin: The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market value. The price at which a security can be traded.

Marking to market. The process of posting current market values for securities in a portfolio.

Maturity. The final date upon which the principal of a security becomes due and payable. Medium term notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified duration. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money market. The market in which short term debt instruments (T-bills, discount notes, commercial paper and banker's acceptances) are issued and traded.

Mortgage pass-through securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

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Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency the United States Securities and Exchange Commission uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Prepayment speed. A measure of how quickly principal is repaid to investors in mortgage securities.

Prepayment window. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

Primary dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out US monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the US Government securities market.

Prudent person (man) rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Realized yield. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

Regional dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities, and that is not a primary dealer.

Repurchase agreement (RP, Repo). Short term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a **reverse repurchase agreement**.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Short Term. Less than one (1) years' time.

Structured note. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse

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floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and “dual index floaters,” which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total rate of return. A measure of a portfolio’s performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

US Treasury obligations. Securities issued by the US Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury bills. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

Treasury notes. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

Treasury bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Value. Principal plus accrued interest.

Volatility. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

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I. INTRODUCTION

The City of National City's investment program will conform to federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. The following investment policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. It is the policy of the City to invest public funds in a manner that will provide a market rate of return, given its requirements for preserving principal and meeting the daily cash flow demands of the City. All investments will comply with this Investment Policy and governing laws.

This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exception(s):

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. GENERAL OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

1. *Safety:* Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
2. *Liquidity:* The investment portfolio will remain sufficiently liquid to meet all operating requirements

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3. *Return:* The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. PRUDENCE, INDEMNIFICATION, AND ETHICS

A. *Prudent Investor Standard:* Management of the City's investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3:

"...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

B. *Indemnification:* The Administrative Services Director or City Manager designee hereinafter designated as Financial Services Officer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.

C. *Ethics:* Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DELEGATION OF AUTHORITY

A. Authority to manage the City's investment program is derived from California Government Code Section 53600 *et seq.* The City Council is responsible for the City's cash management, including the administration of this Investment Policy. Management responsibility for the cash management of City funds is hereby delegated to the Administrative Services Director and/or Financial Services Officer.

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The Administrative Services Director or designee will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employee.

B. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

A. The City's Administrative Services Director or designee will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:

1. Primary government dealers as designated by the Federal Reserve Bank;
2. Nationally or state-chartered banks;
3. The Federal Reserve Bank; and
4. Direct issuers of securities eligible for purchase.

B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.

C. All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Administrative Services Director or designee with a statement certifying that the institution has reviewed California Government Code Section 53600 *et seq.* and the City's Investment Policy.

D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.

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E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS

A. *Delivery-versus-payment:* Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.

B. *Third-party safekeeping:* To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.

C. *Competitive transactions:* All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with California Government Code Section 53600 *et seq.* and as described within this Investment Policy. Permitted investments under this policy will include:

1. **Municipal Bonds.** These include bonds of the City, the State of California, any other municipality, within the state of California. The bonds will be registered in the name of the City or held under a custodial agreement at a bank.
 - a. Are rated in the category of "A" or better by at least two nationally recognized statistical rating organizations; and
 - b. No more than 5% per issuer.
 - c. No more than 30% of the total portfolio may be invested in municipal bonds.
2. **US Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in US Treasuries.
3. **Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments,** including those issued by or fully guaranteed as to

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principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.

4. **Banker's acceptances**, provided that:

- a. They are issued by institutions with short term debt obligations rated "A1" or higher, or the equivalent, by at least two nationally recognized statistical-rating organizations (NRSRO); and have long-term debt obligations which are rated "A" or higher by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 180 days; and
- c. No more than 40% of the total portfolio may be invested in banker's acceptances and no more than 5% per issuer.

5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

- a. The amount per institution is limited to the maximum covered under federal insurance; and
- b. The maturity of such deposits does not exceed 5 years.

6. **Certificate of Deposit Placement Service (CDARS)**

- a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS
- b. The maturity of CDARS deposits does not exceed 5 years.

7. **Negotiable certificates of deposit (NCDs)**, provided that:

- a. They are issued by institutions which have long-term obligations which are rated "A" or higher by at least two nationally recognized statistical rating organizations; and/or have short term debt obligations rated "A1" or higher, or the equivalent, by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 5 years; and
- c. No more than 30% of the total portfolio may be invested in NCDs and no more than 5% per issuer.

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8. **Commercial paper**, provided that:

- a. The maturity does not exceed 270 days from the date of purchase;
- b. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million;
- c. They are issued by institutions whose short term obligations are rated “A-1” or higher, or the equivalent, by at least two nationally recognized statistical rating organizations; and whose long-term obligations are rated “A” or higher by at least two nationally recognized statistical rating organizations; and
- d. No more than 25% of the portfolio is invested in commercial paper and no more than 5% per issuer.

9. **State of California Local Agency Investment Fund (LAIF)**, provided that:

- a. The City may invest up to the maximum permitted amount in LAIF; and
- b. LAIF’s investments in instruments prohibited by or not specified in the City’s policy do not exclude it from the City’s list of allowable investments, provided that the fund’s reports allow the Administrative Services Director or Financial Services Officer or designee to adequately judge the risk inherent in LAIF’s portfolio.

10. **Local government investment pools.**

- a. San Diego County Investment Pool

11. **Corporate medium term notes (MTNs)**, provided that:

- a. Such notes have a maximum maturity of 5 years;
- b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;
- c. Are rated “A” category or better by at least two nationally recognized statistical rating organizations; and
- d. Holdings of medium-term notes may not exceed 30% of the portfolio and no more than 5% per issuer.

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12. Mortgage pass-through securities and asset-backed securities, provided that such securities:

- a. Have a maximum stated final maturity of 5 years.
- b. Be rated in a rating category of “AA” or its equivalent or better by a nationally recognized statistical rating organization.
- c. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

13. Money market mutual funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

- a. Provided that such funds meet either of the following criteria:
 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or,
 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of \$500 million.
- b. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

14. Supranationals, provided that:

- a. Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- b. The securities are rated in a category of “AA” or higher by a NRSRO.
- c. No more than 30% of the total portfolio may be invested in these securities.
- d. No more than 10% of the portfolio may be invested in any single issuer.

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- e. The maximum maturity does not exceed five (5) years.

IX. PORTFOLIO RISK MANAGEMENT

A. *The following are prohibited investment vehicles and practices:*

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
2. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.
6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
7. The purchase of foreign currency denominated securities is prohibited.

B. *Mitigating credit risk in the portfolio*

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;
2. No more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted in Section VIII of this Investment Policy;
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or the City's risk preferences; and
4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to

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review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

- a. If a security is downgraded, the Administrative Services Director or designee will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
- b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

C. Mitigating market risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;
2. The maximum percent of callable securities (does not include “make whole call” securities as defined in the Glossary) in the portfolio will be 20%;
3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and
4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City’s investment objectives, constraints and risk tolerances. The City’s current Benchmark will be documented in the investment procedures manual.

X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)

A. Overall objective: The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate

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with investment risk constraints and cash flow needs.

B. Specific objective: The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City's investment procedures manual.

XI. PROCEDURES AND INTERNAL CONTROLS

A. Procedures: The Director of Administrative Services or designee will establish written investment policy procedures in a separate investment procedures manual to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Administrative Services or designee.

B. Internal Controls: The Director of Administrative Services or designee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. Internal controls will be in the City's investment procedures manual.

XII. REPORTING AND REVIEW

A. Monthly reports: The Director of Finance and/or Financial Services Officer must submit a monthly report to the legislative body accounting for transactions made during the reporting period.

B. Quarterly reports: Quarterly investment reports will be submitted by the Administrative Services Director or designee to the City Council, at an agenda meeting. Consistent with the requirements contained in California Government Code Section 53646, information in the quarterly investment reports shall include, but not be limited to, the following:

1. Type of investment
2. Name of issuer and/or financial institution
3. Date of purchase
4. Date of maturity
5. Current market value for all securities
6. Rate of interest
7. Purchase price of investment
8. Other data as required by the City

C. Annual Policy review: The Investment Policy will be reviewed at least annually and, as

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necessary, adopted, to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

Related Policy References

California Government Code Sections: 16429.1 – 16429.4, and 53600 – 53609 and 53630-53686
Investment Company Act of 1940
Investment Advisers Act of 1940
Securities and Exchange Commission Rule #15C3-1
Appendix I attached: “Authorized Personnel”
Appendix II attached: “Glossary of Investment Terms”

Prior Policy Amendments

October 23, 1990 – Established Policy
May 9, 1995 (Resolution No. 95-62) Updated Policy and Inclusion in the Policy Manual and Amend policy adopted October 23, 1990
August 6, 1996 (Resolution No. 96-130)
August 26, 1997 (Resolution No. 97-110)
October 6, 1998 (Resolution No. 98-136)
September 7, 1999 (Resolution No. 99-130)
October 2, 2001 (Resolution No. 2001-151)
October 1, 2002 (Resolution No. 2002-149)
October 7, 2003 (Resolution No. 2003-139)
June 7, 2005 (Resolution No. 2005-118)
October 4, 2005 (Resolution No. 2005-215)
August 21, 2007 (Resolution No. 2007-202)
February 19, 2008 (Resolution No. 2008-37)
February 19, 2008 (Resolution No. 2008-38) CDC
January 10, 2012 (Resolution No. 2012-09)
December 10, 2013 (Resolution No. 2013-189)
December 16, 2014 (Resolution No. 2014-172)
December 15, 2015 (Resolution No. 2015-186)
December 6, 2016 (Resolution No. 2016-189)
October 17, 2017 (Resolution No. 2017-203)
November 20, 2018 (Resolution No. 2018-189)
August 18, 2020 (Resolution No. 2020-151)

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Appendix I

Authorized Personnel

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager
Assistant City Manager
Financial Services Officer
Director of Administrative Services or designee

FINAL

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Appendix II GLOSSARY OF INVESTMENT TERMS

Agencies. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FDIC. The Federal Deposit Insurance Corporation provides insurance backed by the full faith and credit of the US government to certain bank deposits and debt obligations.

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “Freddie Mac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and Freddie Mac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “Fannie Mae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “Ginnie Mae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Asset-Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Average life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker’s acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The price at which a buyer offers to buy a security.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower

CITY COUNCIL POLICY CITY OF NATIONAL CITY

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rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when rates are lower than when the investment was initially made.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial paper. The short-term unsecured debt of corporations.

Cost yield. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

Coupon. The rate of return at which interest is paid on a bond.

Credit risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current yield. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Debenture. A bond secured only by the general credit of the issuer.

Delivery vs. payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Derivative. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate or index.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to

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changes in interest rates. (See modified duration).

Federal funds rate. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

Federal Open Market Committee: A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

Haircut: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity: The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund managed by the California State Treasurer's Office open to government entities and certain non-profit organizations in California.

Local Government Investment Pool. Investment pools including the Local Agency Investment Fund (LAIF), county pools, joint powers authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin: The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market value. The price at which a security can be traded.

Marking to market. The process of posting current market values for securities in a portfolio.

Maturity. The final date upon which the principal of a security becomes due and payable. Medium term notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified duration. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money market. The market in which short term debt instruments (T-bills, discount notes, commercial paper and banker's acceptances) are issued and traded.

Mortgage pass-through securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

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Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency the United States Securities and Exchange Commission uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Prepayment speed. A measure of how quickly principal is repaid to investors in mortgage securities.

Prepayment window. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

Primary dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out US monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the US Government securities market.

Prudent person (man) rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Realized yield. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

Regional dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities, and that is not a primary dealer.

Repurchase agreement (RP, Repo). Short term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a **reverse repurchase agreement**.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Short Term. Less than one (1) years' time.

Structured note. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse

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floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and “dual index floaters,” which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total rate of return. A measure of a portfolio’s performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

US Treasury obligations. Securities issued by the US Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury bills. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

Treasury notes. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

Treasury bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Value. Principal plus accrued interest.

Volatility. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ADOPTING CITY COUNCIL POLICY #203, "INVESTMENTS," AS AMENDED FOR FISCAL YEAR 2022

WHEREAS, Council Policy #203, as amended, would replace the title Director of Finance with Administrative Services Director or designee where it is mentioned throughout the document, correcting grammar and formatting on section V, subsection A; section VIII, subsection 1, 4a, 8c, 11c; section X, subsection A and B; and updating Related Policy References, Prior Policy Amendments, and Appendix I, Authorized Personnel; and

WHEREAS, the amended policy makes no significant changes to the City of National City investment goals, authorized investment instruments, or risk management; and

WHEREAS, City staff recommends that the City Council adopt the proposed amendment to Policy # 203, titled "Investments" for Fiscal Year 2022.

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

Section 1: Adopts City Council Policy #203, titled "Investments" for Fiscal Year 2022.

Section 2: That 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 21st day of June, 2022

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, California approving and adopting the annual appropriations limit for fiscal year 2023 in the amount of \\$76,915,463. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City approving and adopting the annual appropriations limit for fiscal year 2023 in the amount of \$76,915,463.

PREPARED BY: Paul Valadez, Budget Manager

DEPARTMENT: Finance

PHONE: 619-336-4332

APPROVED BY: Paul Valadez

EXPLANATION:

State law requires the governing body of each local jurisdiction to establish its annual appropriations limit, also known as the "Gann Limit," by resolution each year. The annual appropriations limit sets a cap on the amount of local government spending which may be financed from tax proceeds.

The appropriations limit is calculated by multiplying the previous year's appropriations limit by the percentage change in the population of the local jurisdiction's county and the percentage change in the California per capita cost of living.

Based on information provided by the State Department of Finance, the following percentage changes are used in establishing the fiscal year 2023 appropriations limit:

California per capita cost of living change	7.55%
Change in San Diego County population	-0.08%

FINANCIAL STATEMENT:

APPROVED: Paul Valadez

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Appropriations limit of \$76,915,463

ENVIRONMENTAL REVIEW:

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

ORDINANCE:

INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve and adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Annual Appropriations Limit – Fiscal Year 2023 calculation worksheet
2. Resolution

**City of National City
Annual Appropriations Limit
Fiscal Year 2023**

A. Fiscal Year 2022 Appropriations Limit	\$	71,573,263
California Per Capita Cost of Living Change converted to a ratio ***		1.0755
Limit Sub-Total		76,977,044
San Diego County Population Change converted to a ratio ***		0.9992
Fiscal Year 2023 Appropriations Limit	\$	76,915,463

Gann Limit Recap

Total City Appropriations	\$	115,622,495
Less: Non-Tax Proceeds		59,950,196
Estimated Appropriations Subject to the Limit	\$	55,672,299
Fiscal Year 2023 Appropriations Limit		76,915,463
Amount of Appropriations Below the Limit	\$	21,243,164

Source - State of California, Department of Finance
<http://www.dof.ca.gov/budgeting/>

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT OF \$76,915,463 FOR FISCAL YEAR 2023

WHEREAS, Article XIII-B of the California Constitution provides that appropriations made by State and local governments shall be changed annually by a factor comprised of the change in population and the change in the cost of living.

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

Section 1: That the population change factors to be used in the calculating the appropriations limit for fiscal year 2023 shall be set forth in Attachment “1.”

Section 2: That the cost of living factors to be used in the calculating the appropriations limit for fiscal year 2023 shall be as set forth in Attachment “1.”

Section 3: That the appropriations limit for fiscal year 2023 shall be \$76,915,463 as set forth in Attachment “1.”

Section 4: That 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 21st day of June, 2022.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell, Jr., City Attorney

**City of National City
Annual Appropriations Limit
Fiscal Year 2023**

A. Fiscal Year 2022 Appropriations Limit	\$	71,573,263
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Amount of Appropriations Below the Limit	\$	21,243,164

Source - State of California, Department of Finance
<http://www.dof.ca.gov/budgeting/>

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, California, authorizing the transfer of funds from the General Fund Unassigned Fund Balance Reserve to the General Fund's Committed Fund Balance Components named the Economic Contingency Reserve and the Facilities Maintenance Reserve. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, California, authorizing the transfer of funds from the General Fund Unassigned Fund Balance Reserve to the General Fund's Committed Fund Balance Components named the Economic Contingency Reserve and the Facilities Maintenance Reserve.

PREPARED BY: Janel Pehau, Financial Analyst

DEPARTMENT: Finance

PHONE: 619-336-4330

APPROVED BY: *Mollybm*

EXPLANATION:

The City Council held a budget workshop on April 19, 2022 and further discussed the budget for Fiscal Year 2022-23 at its regular meeting on May 17, 2022. During both of these sessions the City Manager provided a status report on the City's reserves and recommended that both the Economic Contingency Reserve and the Facilities Maintenance Reserve be adjusted upward.

Approval of the resolution will authorize:

- the transfer of \$600,000 from the General Fund's Unassigned Fund Balance to the Committed Fund Balance Component named the Economic Contingency Reserve; and
- the transfer of \$135,000 from the General Fund's Unassigned Fund Balance to the Committed Fund Balance component named the Facilities Maintenance Reserve.

See the attached staff report for further information.

FINANCIAL STATEMENT:

APPROVED: *Mollybm* **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

The adjustments will be reflected in the Annual Comprehensive Financial Report (ACFR) for fiscal year 2021-22.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Staff Report
2. Resolution



City Council Staff Report

June 21, 2022

AGENDA ITEM:

Resolution of the City Council of the City of National City Authorizing the transfer of funds from the General Fund Unassigned Fund Balance Reserve to the General Fund's Committed Fund Balance Components named the Economic Contingency Reserve and the Facilities Maintenance Reserve.

EXPLANATION:

The City maintains reserves to strengthen its ability to withstand unexpected financial emergencies such as those that may result from natural disasters, revenue shortfalls, or unanticipated expenditures of a non-recurring nature, and to accumulate funds for large-scale purchases. City Council Policy 201 – Maintenance of Reserve Funds (the Policy) prescribes the reserves to be maintained and the target levels for each one. In addition, the Policy states that the reserve levels will be reviewed by the City Manager each year as part of the budget development process.

The City Council held a budget workshop on April 19, 2022, and further discussed the budget for Fiscal Year 2022-23 at its regular meeting on May 17, 2022. During both of these sessions the City Manager provided a status report on the City's reserves and recommended that the Economic Contingency Reserve be adjusted upward by \$600,000 and the Facilities Maintenance Reserve be increased by \$135,000. Both of these reserves are components of Committed Fund Balance and therefore specific action by the City Council is required to either increase or decrease the amounts so held.

The target levels for these reserves is based on the General Fund's operating budget for the upcoming fiscal year. The Economic Contingency Reserve is set at 20% of the General Fund's operating budget and the Facilities Maintenance Reserve is set at 4.5%. On June 7, 2022, the City Council adopted the City's budget for fiscal year 2022-23. The General Fund's operating expenditures (including transfers out) total \$64.2 million. For purposes of determining reserve target levels, the amount is being rounded to \$64.0 million, which is consistent with the assumption used during the April 19 and May 17 discussions on the preliminary budget. The increases to these two reserves would be accomplished by reallocating a portion of the General Fund's unassigned fund balance, which would still leave the Unassigned Fund Balance Reserve well above its target level of 10% of the General Fund's operating budget.

The table below shows the Levels as of June 30, 2021, the new target amounts, and the required transfers to be in compliance with City Council Policy 201 for these reserves as of June 30, 2022.

Transfers from Unassigned Fund Balance to Committed Fund Balance Components

Reserve	Level as of 6/30/2021	New Target*	Over/ (Under) Target	Transfer Amount	Level as of 6/30/2022**
Unassigned Fund Balance Reserve (10%) *	13,956,296	6,400,000	7,556,296	(735,000)	13,221,296
Committed Fund Balance Components					
Economic Contingency Reserve (20%) *	12,200,000	12,800,000	(600,000)	600,000	12,800,000
Facilities Maintenance Reserve (4.5%) *	2,745,000	2,880,000	(135,000)	135,000	2,880,000

* Based on General Fund operating expenditures of \$64M

** Amount of unassigned fund balance at 6/30/2022 will be determined as part of the development of the City's Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2021-22.

Below is further discussion of each of the reserves included in the table.

General Fund Unassigned Fund Balance: This category of fund balance has been formally set as a reserve with a minimum target level of 10% of a single year's General Fund operating expenditures. Amounts in excess of the target level would be available to augment other reserves or to utilize for one-time purposes. Based on a Fiscal Year 2022-23 General Fund operating budget of \$64.0 million, the target level at June 30, 2022 is \$6.4 million. Assuming no other changes to the unassigned fund balance from the June 30, 2021 level, \$7.6 million is available to augment other reserves or to utilize for other one-time purposes. The Fiscal Year 2022-23 Proposed Budget does not include any unassigned fund balance as a funding source, thus the transfer of \$735,000 from the unassigned fund balance to the Economic Contingency and Facilities Maintenance Reserves would leave its balance at \$13.2 million, \$6.8 million above the target level. The actual amount of unassigned fund balance at June 30, 2022 may be higher or lower depending upon the outcome of the City's Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2021-22.

Economic Contingency Reserve: The Policy establishes a target of 20% of a single year's General Fund operating expenditures. This reserve would be accessed in the event of a catastrophic event or significant downturn in the economy. The target level at June 30, 2022 is \$12.8 million.

Facilities Maintenance Reserve: The Policy target is an amount equal to three times the annual base amount needed for performing major maintenance on the City's facilities, which is defined as being 1.5% of the City's General Fund operating expenditures. Stated more simply, the Facilities Maintenance Reserve target is 4.5% (3 times 1.5%) of the City's General Fund operating expenditures. The Policy also specifies that the City's annual budget include funding for major maintenance in the amount of 1.5% of the General Fund operating expenditures. The amount of funding for facilities maintenance in the Fiscal Year 2022-23 budget is \$900,000, which, while being \$60,000 less than would be authorized by the Policy, is deemed to be adequate.

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING TRANSFERRING FUNDS FROM THE GENERAL FUND UNASSIGNED FUND BALANCE RESERVE TO THE GENERAL FUND COMMITTED FUND BALANCE'S ECONOMIC CONTINGENCY RESERVE AND FACILITIES MAINTENANCE RESERVE

WHEREAS, City Council Policy #201, Maintenance of Reserve Funds, prescribes the reserves to be held by the City and the target level for each one; and

WHEREAS, the City Manager has recommended adjustments to certain of the reserves; and

WHEREAS, the Unassigned Fund Balance Reserve target is set at a minimum of ten percent (10%) of General Fund operating expenditures; and

WHEREAS, the Economic Contingency Reserve target is set at a minimum of twenty percent (20%) of General Fund operating expenditures; and

WHEREAS, the target level for the Facilities Maintenance Reserve is a minimum of three times the annual base need for performing major maintenance on the City's facilities, defined as one and one-half percent (1.5%) of General Fund annual operating expenditures; and

WHEREAS, the adopted budget for General Fund operating expenditures for Fiscal Year 2022-23 is rounded to \$64.0 million; and

WHEREAS, the City Council desires to fund the Economic Contingency Reserve and the Facilities Maintenance Reserve at their target levels; and

WHEREAS, the Unassigned Fund Balance Reserve has a sufficient balance to enable the Economic Contingency Reserve and the Facilities Maintenance Reserve to be funded at their target levels.

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

Section 1: Authorizes transferring \$600,000 from the general fund unassigned fund balance to the general fund committed fund balance's economic contingency reserve and \$135,000 to the general fund committed fund balance's facilities maintenance reserve.

Section 2: The transfers authorized in Section 1 shall be reflected in the City's Annual Comprehensive Financial Report for fiscal year 2021-22.

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

PASSED and ADOPTED this 21st day of June, 2022.

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, California authorizing the establishment of an appropriation and corresponding revenue budget for \\$60,000 for the California Governor's Office of Emergency Services \(Cal OES\) Grant for the reimbursable grant purchase of a High Frequency Communications System for the Emergency Operations Center \(EOC\). \(Fire\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO. |

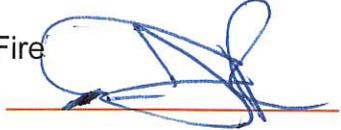
ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the establishment of an appropriation and corresponding revenue budget for \$60,000 for the California Governor's Office of Emergency Services (Cal OES) Grant for the reimbursable grant purchase of a High Frequency Communications System for the Emergency Operations Center (EOC). (Fire)

PREPARED BY: Frank Parra

DEPARTMENT: Fire

PHONE: (619) 336-4551

APPROVED BY: 

EXPLANATION:

The California Governor's Office of Emergency Services (Cal OES) provided grant funding toward the FY21 High Frequency Communications Equipment Program. The purpose of this program is to provide funding to Alerting Authorities, Emergency Operation Centers, or County Sheriff's Offices, for equipment that will allow local governments to be included in an integrated high frequency radio network service that utilizes frequencies authorized by the Federal Communications Commission and intended to be capable of communications with state, local, and federal agencies.

This grant program requires the City to incur expenses for the High Frequency Communications System for the City's Emergency Operations Center (EOC), and then apply for reimbursement. This request authorizes the establishment of an appropriation and corresponding revenue budget for \$60,000 for the California Governor's Office of Emergency Services (Cal OES) Grant for the reimbursable grant purchase of a High Frequency Communications System for the Emergency Operations Center (EOC). The appropriation will be used to purchase one base station and two portable radios.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Expenditure Account: 282-412-958-515-0000 - \$60,000.00;
Revenue Account: 282-12958-3463 - \$60,000.00. 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:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. CalOES' Notification of Grant Subaward Application Approval Letter
2. Resolution



May 31, 2022

Frank Parra, Chief of Emergency Services
National City, City of
1243 National City Boulevard
National City, CA 91950-4301

Subject: **Notification of Grant Subaward Application Approval**
High Frequency Communications Equipment Program
Grant Subaward #: FH21 01 8608

Dear Frank Parra:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of \$60,000, subject to Budget approval. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant Subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on the Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those funds owed as a result of a close-out or audit, must be refunded to Cal OES within 30 days upon receipt of an invoice.

Please contact your Program Specialist, Nicolas Martin, at (916) 539-3501 with questions about this notice.

VS Grants Processing Unit

cc: Subrecipient's file
Program Specialist

Cal OES #	073 50398-02	FIPS #	073-50398	VS#		Subaward #	FH21 01 8608
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient: City of National City 1a. UEI#: 0730100000 **J1**

2. Implementing Agency: National City Fire Department 2a. UEI#: _____

3. Implementing Agency Address: 343 E. 16th Street National City 91950-4507
(Street) (City) (Zip+4)

4. Location of Project: National City San Diego 91950-4507
(City) (County) (Zip+4)

5. Disaster/Program Title: High Frequency Communications Equipment Program 6. Performance/Budget Period: 4/1/2022 to 10/31/2023
(Start Date) (End Date)

7. Indirect Cost Rate: N/A Federally Approved ICR (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2022	PSC1	\$60,000						\$60,000
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost	\$60,000		\$60,000				\$60,000

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: Frank Parra Title: Chief of Emergency Services

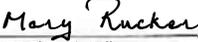
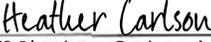
Payment Mailing Address: 1243 National City Boulevard City: National City Zip Code+4: 91950-4301

Signature:  Date: 02/24/22

16. Federal Employer ID Number: 956000749

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

DocuSigned by:  (Cal OES Fiscal Officer)	5/23/2022 (Date)	DocuSigned by:  (Cal OES Project Designer)	5/23/2022 (Date)
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RECEIVED
By AI Hardoy at 11:27 am, Apr 06, 2022

ENY: 2021-22 Chapter: 21 SL: 01765
 Item: 0690-001-0001 Pgm: 0395
 Fund: General Fund
 Program: High Frequency Communications
 Equipment Program
 Match Req.: None
 Project ID: OES21PSC100000 Amount: \$60,000.00
 SC: 2021-01765

Mail log: 753583



Grant Subaward Contact Information

Grant Subaward #: FH21 01 8608

Subrecipient: City of National City

1. **Grant Subaward Director:**

Name: Frank Parra Title: Chief of Emergency Services

Telephone #: 619-336-4551 Email Address: fparra@nationalcityca.gov

Address/City/ Zip Code (9-digit): 1243 National City Boulevard, National City, CA 91950-4301

2. **Financial Officer:**

Name: Molly Brennan Title: Administrative Services Director

Telephone #: 619-336-4331 Email Address: mbrennan@nationalcityca.gov

Address/City/ Zip Code (9-digit): 1243 National City Boulevard, National City, CA 91950-4301

3. **Programmatic Point of Contact:**

Name: Walter Amedee Title: Management Analyst III

Telephone #: 619-336-4556 Email Address: wamedee@nationalcityca.gov

Address/City/ Zip Code (9-digit): 343 E. 16th Street, National City, CA 91950-4507

4. **Financial Point of Contact:**

Name: Rachelle Barrera Title: Finance Manager

Telephone #: 619-336-4331 Email Address: rbarrera@nationalcityca.gov

Address/City/ Zip Code (9-digit): 1243 National City Boulevard, National City, CA 91950-4301

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Brad Raulston Title: City Manager

Telephone #: 619-336-4256 Email Address: braulston@nationalcityca.gov

Address/City/ Zip Code (9-digit): 1243 National City Boulevard, National City, CA 91950-4301

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Frank Parra Title: Chief of Emergency Services

Telephone #: 619-336-4551 Email Address: fparra@nationalcityca.gov

Address/City/ Zip Code (9-digit): 1243 National City Boulevard, National City, CA 91950-4301

7. **Chair** of the **Governing Body** of the Subrecipient:

Name: Alejandra Sotelo-Solis Title: Mayor

Telephone #: 619-336-4235 Email Address: asotelosolis@nationalcityca.gov

Address/City/ Zip Code (9-digit): 1243 National City Boulevard, National City, CA 91950-4301



Grant Subaward Signature Authorization

Grant Subaward #: FH21 01 8608

Subrecipient: City of National City

Implementing Agency: National City Fire Department

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Frank Parra

Signature: *[Handwritten Signature]*

Date: 02/23/2022

Financial Officer:

Printed Name: Molly Brennan

Signature: *[Handwritten Signature]*

Date: 02/23/2022

The following persons are authorized to sign for the **Grant Subaward Director**:

Signature: *[Handwritten Signature]*

Printed Name: Walter Amedee

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer**:

Signature: _____

Printed Name: _____



Grant Subaward Certification of Assurance of Compliance

Subrecipient: City of National City

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	High Frequency Communications Equipment Program	FH21 01 8608	April 1, 2022 – October 31, 2023
2			
3			
4			
5			
6			

I, Frank Parra (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION	
I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.	
Official Designee's Signature:	
Official Designee's Typed Name:	Frank Parra
Official Designee's Title:	Chief of Emergency Services
Date Executed:	02/23/2022
AUTHORIZED BY:	
I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.	
<input type="checkbox"/> City Financial Officer	<input type="checkbox"/> County Financial Officer
<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> County Manager
<input type="checkbox"/> Governing Board Chair	
Signature:	
Typed Name:	Brad Raulston
Title:	City Manager
Date Executed:	02/23/2022



Grant Subaward Budget Pages
Single Fund Source

Subrecipient: City of National City NM		Grant Subaward #: FH21 01 8608
A. Personnel Costs - Line-item description and calculation		Total Amount Allocated
PERSONNEL COSTS CATEGOTY TOTAL		



Grant Subaward Budget Pages
Single Fund Source

Subrecipient: City of National City NM		Grant Subaward #: FH21 01 8608
B. Operating Costs - Line-item description and calculation		Total Amount Allocated
OPERATING COSTS CATEGORY TOTAL		



Grant Subaward Budget Pages
Single Fund Source

Subrecipient: City of National [redacted] City NM **Grant Subaward #:** FH21 01 8608

C. Equipment Costs - Line-item description and calculation	Total Amount Allocated
ONE (1) NASPO ENVOY HF BASE STATION	\$13,542
TWO (2) NASPO 3G ENVOY FLYK-125-SMART (\$23,229/each) NM	\$46,458
EQUIPMENT COSTS CATEGORY TOTAL	\$60,000 ✓
Total Project Cost (Must match the Grant Subaward Face Sheet)	\$60,000 ✓

J1

VSPS Budget Summary Report

FH21 High Frequency Communications Equipment Program National City, City of High Frequency Communications Equipment Program	Subaward #: FH21 01 8608 Performance Period: 04/01/22 - 10/31/23 Latest Request: , Not Final 201
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A. Personal Services - Salaries/Employee Benefits

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
S	21PSC1	0	0	0	0	0
Total A. Personal Services - Salaries/Employee Benefits:		0	0	0	0	0

B. Operating Expenses

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
S	21PSC1	0	0	0	0	0
Total B. Operating Expenses:		0	0	0	0	0

C. Equipment

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
S	21PSC1	60,000	0	60,000	0	60,000
Total C. Equipment:		60,000	0	60,000	0	60,000

	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
Total Local Match:	0	0	0	0	0
Total Funded:	60,000	0	60,000	0	60,000
Total Project Cost:	60,000	0	60,000	0	60,000

RESOLUTION NO. 2022

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET FOR \$60,000 FOR THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) GRANT FOR THE REIMBURSABLE GRANT PURCHASE OF A HIGH FREQUENCY COMMUNICATIONS SYSTEM FOR THE EMERGENCY OPERATIONS CENTER (EOC)

WHEREAS, the California Governor's Office of Emergency Services ("Cal OES") provided grant funding toward the Fiscal Year 2021 High Frequency Communications Equipment Program; and

WHEREAS, the purpose of this grant program is to provide funding to Alerting Authorities, Emergency Operation Centers, or County Sheriff's Offices, for equipment that will allow local governments to be included in an integrated high frequency radio network service that utilizes frequencies authorized by the Federal Communications Commission and intended to be capable of communications with state, local, and federal agencies; and

WHEREAS, this grant program requires the City of National City ("City") to incur expenses for the High Frequency Communications System for the City's Emergency Operations Center ("EOC"), and then apply for reimbursement; and

WHEREAS, City Staff requests that City Council authorize the establishment of an appropriation and corresponding revenue budget for \$60,000 for the California Governor's Office of Emergency Services ("Cal OES") Grant for the reimbursable grant purchase of a High Frequency Communications System for the Emergency Operations Center ("EOC").

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

Section 1: Authorizes the establishment of an appropriation and corresponding revenue budget for \$60,000 for the California Governor's Office of Emergency Services (Cal OES) Grant for the reimbursable grant purchase of a High Frequency Communications System for the Emergency Operations Center (EOC).

///

Section 2: That 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 21st day of June, 2022.

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, California authorizing the City Manager to execute an agreement between the City of National City and Columbia Telecommunications Corporation \(CTC\) to provide administrative and fiscal services in conjunction with the California State Library's Broadband Services Project. \(Library and Community Services\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.

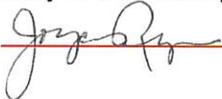
ITEM TITLE:

Resolution of the City Council of the City of National City, California authorizing the City Manager to execute an agreement with Columbia Telecommunications Corporation (CTC) to provide administrative and fiscal services in conjunction with the California State Library's Broadband Services Project.

PREPARED BY: Joyce Ryan, Library & Community Services
Director

DEPARTMENT: Library & Community Services

PHONE: 619-470-5882

APPROVED BY: 

EXPLANATION:

On April 20, 2021, the City Council approved the High-Speed Broadband Grant for the National City Public Library from the California State Library. The administrative and fiscal agent for this grant was Califa Group. In 2021, the California State Library conducted a Request for Proposals to administer this project as part of their standard practice. The award for this service was given to Columbia Telecommunications Corporation (CTC). Consequently, the City of National City needs to enter into a new agreement with CTC in order to facilitate the administration of the High-Speed Broadband Project within the National City Public Library.

Please see attached staff report for further details.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED:  MIS

629-403-082-248-0000 CENIC Broadband – Fiscal Year 2023 budget includes \$24,240 appropriation for said contract services |

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff Report
2. CTC Agreement
3. California State Library and CTC Agreement (April 14, 2022)
4. Resolution



City Council Staff Report

June 21, 2022

ITEM

Resolution of the City Council of the City of National City, California authorizing the City Manager to execute an agreement between the City of National City and Columbia Telecommunications Corporation (CTC) to provide administrative and fiscal services in conjunction with the California State Library's Broadband Services Project.

BACKGROUND

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

EXPLANATION

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

On April 20, 2021, the City Council approved the High-Speed Broadband Grant for the National City Public Library for \$135,645.71 from the California State Library. The administrative and fiscal agent for this grant was Califa Group.

In 2021, the California State Library conducted a Request for Proposals to administer this project as part of their standard practice. The award for this service was given to Columbia Telecommunications Corporation (CTC). Consequently, the City of National City needs to enter into a new agreement with CTC in order to facilitate the administration of the High-Speed Broadband Project within the National City Public Library.

Recently, the City Attorney noted that the Secretary of State was not listing this company as able to do business within the State of California. CTC has paid all past fees and submitted all filings and is simply waiting for the Secretary of State to update its records online. Therefore, the City

Librarian and Director of Administrative Services concur that the agreement could be presented to City Council for approval.

RECOMMENDATION

Authorize the City Manager to execute an agreement between the City of National City and Columbia Telecommunications Corporation (CTC) for administrative and fiscal services through the California State Library’s Broadband Services Project.

FISCAL IMPACT

Fiscal and administrative costs for CENIC Broadband average \$24,240 per year. This amount is budgeted annually for the National City Public Library’s broadband connection costs.

**AGREEMENT BETWEEN CITY OF NATIONAL CITY PUBLIC LIBRARY AND
COLUMBIA TELECOMMUNICATIONS CORPORATION
FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF
ADVANCED NETWORK (DATA) SERVICES**

This Agreement, hereinafter referred to as “Agreement”, is entered into as of July 1, 2022 by and between Columbia Telecommunications Corporation d/b/a CTC Technology and Energy, hereinafter referred to as “CTC” and the City of National City, hereinafter referred to as “City”. CTC and City are sometimes referred to in this Agreement individually as “Party” and collectively as “Parties”. All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

City of National City
Joyce Ryan
Library & Community Svcs. Director
1401 National City Blvd.
National City, CA 91950

CTC Technology and Energy
Heather D. Mills
Vice President, Grant & Funding Strategies
10613 Concord Street
Kensington, MD 20895
hmills@ctcnet.us

WITNESS THAT

WHEREAS, CTC, is the Statewide Broadband Access Administrator for the California State Library Broadband Services Project (“Project”); and

WHEREAS, CTC, on behalf of the California State Library, has contracted with the Corporation for Education Network Initiatives in California (“CENIC”) and its subsidiaries to provide high speed networking to libraries in California; and

WHEREAS, City desires to enter into an agreement with CTC to obtain one or more data circuits to connect City to the CENIC high speed broadband fiber network, CalREN, and, if specified in Appendix #1, attached, to connect City to other library sites as identified in said Appendix for the purpose of connecting to CalREN.

NOW THEREFORE, City and CTC enter into this Agreement:

1. Purpose

It is the purpose of this Agreement to set forth the terms and conditions applicable to the provision of communications and related network services to City under the Project.

2. Services to be Provided

Parties understand that the primary communications infrastructure provided by CENIC is the California Research and Education Network (“CalREN”). Services that CENIC will provide to Libraries will include use of CalREN and contracting for and provision of data circuits supplied by network service providers.

CTC, on behalf of City, will contract with CENIC for such data circuits. Specific circuits and their costs are included in the Appendix #1 attached which may be amended from time to time by mutually signed Addenda (“Services”). CTC assures City that CENIC or CTC will notify City of installation requirements and necessary maintenance instructions. Neither CENIC nor CTC shall be responsible for operating or maintaining software, equipment or cabling that connects equipment or network services not provided by CENIC for the Services unless specifically agreed to in writing by CENIC.

Parties agree to provide notice to the other Party within 10 calendar days of a failure by CENIC or the network service provider to deliver Services, or otherwise comply with the terms as described in this Agreement, including Appendix #1 and subsequent Addenda. If noticed non-performance is not cured in a timely manner, Parties agree to meet within 10 days of said notice and discuss appropriate remedies including but not limited to cancellation of related services or service credits as specified in the underlying agreements between CENIC and its network service provider and CTC and CENIC.

City is responsible for calculating and paying any early termination penalties that might apply due to cancellation of existing connections so that it may receive Services under this Agreement.

City is responsible for completing, signing, and submitting any required Letter of Agency, or related documentation, to confirm its participation in and eligibility for the E-rate Consortia and to authorize CENIC, as the E-rate Consortia lead, to act on its behalf as described under the Letter of Agency for the purpose of securing E-rate discounts.

City is further responsible for completing, signing, and submitting any responsible Letter of Authorization, or related documentation, to the California Public Utilities Commission to authorize CTC and CENIC to act on its behalf to submit an application and supporting documentation for the purpose of receiving discounts on eligible network services as part of the California Teleconnect Fund program.

If City is currently receiving E-rate funding for its existing services, Library remains responsible for continuing to apply for that E-rate funding until all CENIC Services are turned up and existing E-rate supported services are canceled.

3. Term and Termination of this Agreement

- (a) **TERM OF THIS AGREEMENT.** This Agreement shall be in effect from July 1, 2022 until the termination of all Services including the circuits ordered under this Agreement (as defined in Appendix #1: CENIC Circuit Quote and any subsequent Addenda under this Agreement), or unless otherwise terminated by a Party pursuant to the terms of this Agreement. Specific terms for the circuits provided pursuant to this Agreement shall depend on the specific date such circuit is “handed off” to City pursuant to Appendix #1 or subsequent Addenda or as noticed in writing by CENIC to City.
- (b) **TERMINATION.** Termination of this Agreement prior to the end date of any given circuit, as described in Appendix #1 or subsequent Addenda, shall result in City paying any applicable circuit telecommunications carrier termination charges or similar early termination charges that CTC incurs under its agreement with CENIC resulting from early termination of the Service.

- (c) Notwithstanding the above, upon a sixty (60) day written notice prior to the second and each following June 30 after a circuit is installed, City may cancel a circuit without penalty if it verifies to CTC and CENIC that funding to pay for that circuit is not available and City agrees that for at least 12 months after said notice it will not order or otherwise obtain a replacement circuit or substantially similar services in place of the cancelled circuit.
- (d) City may terminate this Agreement with no penalty if non-recurring, one-time costs for all circuits included in Appendix #1 and any subsequent Addenda are materially increased by the telecommunications carrier from the amount shown in Appendix #1.
- (e) CTC may terminate this Agreement or assign its rights and responsibilities under this Agreement to a third party upon no less than sixty (60) day written notice to City, in the event of termination or expiration of its duties and obligations under the Project and with written approval of the California State Library.

4. Payment

CTC bills quarterly in arrears. Payment for services shall be due within thirty (30) days of receipt of a CTC invoice reflecting provision of the services for which the invoice is sent; or as otherwise agreed to by City and CTC. Except for non-recurring costs, if any, costs in Appendix #1 and any subsequent Addenda shall only begin upon installation of circuit(s). City will put forth reasonable efforts to make payments within thirty (30) days after receipt of invoice. City understands and agrees that CTC will only make payment to CENIC for services upon receipt of related payments from City. If City fails to make payments within thirty (30) days after receipt of invoice, it agrees to pay any reasonable late payment fees incurred by CTC under its agreement with CENIC.

Unless otherwise agreed to between the Parties, all circuit deployment fees, if any as set forth in Appendix #1 and subsequent Addenda are non-cancelable and nonrefundable. Upon termination of this Agreement, or any Services provided under this Agreement, any outstanding circuit deployment fees, outstanding recurring charges, non-recurring fees, applicable circuit termination charges, and applicable early termination penalties, shall become due and payable immediately upon termination.

5. Miscellaneous

- (a) **CONDITIONS OF USE.** City agrees to conform to the CENIC Appropriate Use Policy located at <https://cenic.org/network/policies/acceptable-use-policy> (revised September 13, 2004) and to any specific conditions of use imposed by network service providers or subcontractors providing communications services to CENIC as may be in force at the time such services are made available, including pursuant to an Addendum to this Agreement. If CENIC, subcontractors, or network service provider conditions of use are modified, City will be notified and if City believes it can no longer conform to their requirements, City shall have one hundred eighty (180) days from the notice of the modification to terminate the affected Service(s) without penalty. City must provide a 30-day written notice of its termination under this provision to CTC and CENIC. If City does not elect to terminate the Service(s), City must conform to the revised conditions of use. If City fails to conform to the revised conditions of use, the Services may be subject to termination upon sixty (60) day notice to City from CTC or CENIC.

- (b) **CONFLICTING CLAUSES.** If any clause in this Master Agreement is in conflict with a clause in an Addendum to this Agreement, the language in the Addendum shall take precedence only for the service defined in that Addendum.
- (c) **FORCE MAJEURE.** Neither Party shall be responsible for performance of its obligations hereunder where prevented, delayed, or hindered by war, riots, embargoes, strikes involving third parties, acts of third party communications service providers, including any local access provider, or of their vendors, or suppliers unrelated to the services offered under this Agreement, acts of unrelated third parties, accidents, cable cuts by third parties not related to services provided under this Agreement, natural disasters, act(s) of God or any other event beyond the reasonable control of the Parties.
- (d) **GOVERNING LAW.** The laws of the State of California shall govern this Agreement.
- (e) **NON-LIBRARY USES:** City understands that this agreement covers only library use of CalREN and of circuits provided hereunder and City agrees that no other uses will be made of the services provided herein.

6. Entire Agreement

This Agreement and any Addenda contemporaneously or subsequently executed by the parties constitute the entire Agreement between the parties regarding the subject matter of this Agreement and supersede all prior written or oral agreements with respect to such. This Agreement may not be modified orally, and no modification or amendment shall be binding unless in writing and signed by authorized representatives of both parties.

7. General Provisions

7.1 Nondiscrimination: During the performance of this Agreement,

- (a) CTC and its subcontractors shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex.
- (b) CTC shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

7.2 Severability: It is expressly agreed and understood by the Parties hereto that if any provision of this Agreement is held to be or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.

7.3 Rights and Remedies: The rights and remedies of the Parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

7.4 Prior Agreements: City agrees that any prior agreements entered into between any entity that previously served as the Broadband Administrator and the City for the purpose of participating in the CENIC E-Rate Consortium or receiving services pursuant to that program has been terminated.

8. Indemnification. City agrees to indemnify, defend and save harmless CTC, its, officers, agents and employees from any and all claims, losses, and liabilities accruing or resulting to CTC and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by City in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents, or employees. CTC agrees to indemnify , defend, and save harmless City, its trustees, officers, agents and employees from any and all liabilities accruing or resulting to City and any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CTC in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CTC, its officers, agents, or employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

For City of National City

For Columbia Telecommunications Corporation

Signature

Joanne S. Hovis

Signature

Name

Joanne S. Hovis

Name

Title

President

Title

Date

6/8/22

Date

Appendix #1
Provision, Installation and Maintenance
Of Advanced Network (Data) Services:
Reimbursement of Circuit Costs

This Appendix lists the circuits contracted for by CENIC on behalf of CTC and the City for connecting CENIC's fiber optic backbone to City and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g. direct connections between libraries (defined as "Services" in the Agreement). City understands that CENIC will bill CTC, and CTC will bill City, for the costs of circuits charged by network service providers, including any taxes and surcharges, and any one-time installation fees. Prior to approval of CENIC's E-rate Consortium Library Application, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate Application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate credits and such credits will be passed from CENIC to CTC and from CTC to the City. Such credits are typically issued sometime during the fiscal year after the year in which the circuits are installed and Services are first provided. In subsequent years, credits continue to be issued in the fiscal year after the year for which Services have been provided. City further understands that the exact discounted cost of circuits will not be known until after the E-rate Consortium Library Application is approved. The actual start date of the Service, and therefore of circuit costs, will be dependent on coordination among CENIC, the City and the network service provider. Any one-time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to City upon receipt of invoice to CENIC from the network service provider.



Customer: National City Public Library

Budget Summary Description: 10 Gbps to Cenic Hubsite

Quote Date:

Quote Expiration:

Contract Number:

Line Item	NRC Non-Recurring Cost	MRC Monthly Recurring Cost	ARC Annual Recurring Cost
1 Equipment	\$15,700.00	\$0.00	\$0.00
2 Maintenance	\$0.00	\$0.00	\$1,660.00
3 Installation	\$6,360.00	\$0.00	\$0.00
4 Circuit	\$0.00	\$1,890.00	-
Total	\$22,060.00	\$1,890.00	\$1,660.00

Annual Cost	\$24,340.00
E-rated Annual Cost†	\$2,794.00
Total for Year 1	\$46,400.00
E-rated Total for Year 1†	\$23,194.00

*Pricing does not include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's actual cost.

*If an Out of Band line is required, customer must provide a phone line for OOB or allow CENIC to order one and be reimbursed for both the one-time installation and ongoing monthly recurring costs.

*NRC items are one-time costs billed upon execution of contract.

*MRC items are billed quarterly.

†E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated. Actual discount percentage will be identified by the E-rate authorities at a later point

†E-rate and CTF reimbursements are dependent upon the continued funding of these programs. CENIC/Califa cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change.

†E-rate Costs may take up to 18 months to activate due to USAC processing time

Version: 1.0

					*Pricing does not include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's actual cost.			E-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated. Actual discount percentage will be identified by the E-rate authorities at a later point			
LOC A**					Carrier Info			E-rate Discount	90.00%	Total Discounted MRC	Total Discounted NRC
Site Name	Site Name	Service Provider	Service Type	Requested Bandwidth	Est Contract End Date	Non Recurring Cost	MRC for 5 year term	Discounted NRC	Discounted MRC	\$94.50	\$0.00
National City Public Library - National City Public Library	Cenic Hubsite	AT&T	Lit Circuit	10Gbps	7/1/2025	\$ -	\$ 1,890.00	\$0.00	\$94.50		



STATE FUNDED GRANTS
**AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE**



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Columbia Telecommunications Corporation for the Statewide Broadband Access Administrator Project.

AWARD AGREEMENT NUMBER [BB21-01]

This Award Agreement ("Agreement") is entered into on April 4, 2022 by and between the California State Library ("State Library") and Columbia Telecommunications Corporation d/b/a CTC Technology and Energy, ("Grantee").

This Award Agreement pertains to Grantee's State-funded Statewide Broadband Access Administrator project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$950,000 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on April 4, 2022 and ends December 31, 2023. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on December 31, 2023, and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Statewide Library Broadband Services program.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Payments shall not

exceed the total grant amount identified in this Agreement, unless pre-approved in writing by the State Library and/or a change in the scope of work is necessary

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request, and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting (All)	
Develop reports in consultation with the State Library to present to the Department of Finance and the Legislature. All prepared materials must be fully WCAG-compliant for inclusion on the State Library's website.	March 1, Annually As Needed
Provide year-to-date summary statements of funds and a summary listing of: <ul style="list-style-type: none"> • Original and current budget allocations. • Past and present expenditures. • Open commitments and free balances according to generally accepted accounting principles and subject to audit. • A summary of any project risks or issues from the administrator's perspective should also be included in the reports. • Breakdown of expenditures by category. 	Twice yearly, March and September
Collect data related to network connectivity, use and performance. <ul style="list-style-type: none"> • Project future needs to provide adequate network capacity. • Coordinate with libraries to determine growth based on programmatic changes. • Identify and report on barriers to connectivity at library sites. 	Twice yearly, March and September As Needed

<ul style="list-style-type: none"> Propose solutions to overcome barriers to connectivity and adoption. Coordinate with libraries and other funded entities to identify the impact of funded projects. 	
Provide recommendations for new library locations, circuits, or upgrades for annual E-rate cycle.	May 31, Annually
Project Closeout Reports (All)	
<p>Final Report The Administrator shall prepare and submit a Final Report (per a template provided by the State Library) documenting Agreement results for each role, as the term is completed. The Final Report shall include the following:</p> <ul style="list-style-type: none"> Summary of all tasks and activities. Deliverables. Milestone accomplishments. Lessons learned. Actual expenditures versus planned expenditures. 	Thirty (30) calendar days prior to end of Agreement

- Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
- The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

- The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.
- The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit C) and the Financial Claim form (included in your award packet), to the California State Library within 30 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.

3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
 - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally, all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Statewide Broadband Services Program.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.
 4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
 5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
 6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
 7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for

a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

CTC Technology and Energy
Heather Mills
10613 Concord Street
Kensington, MD 20895
hmills@ctcnet.us, 301-933-1488

California State Library
Hilary Amnah
900 N Street
Sacramento, CA 95814
hilary.amnah@library.ca.gov

10. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions

of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
13. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
14. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
15. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
- 2) The Grantee's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation and employee assistance programs.
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Grantee's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
18. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
19. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
20. Failure to Perform: The grant being utilized by the Grantee is to benefit libraries throughout California and the individuals they serve. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.
21. Federal and State Taxes: The State Library shall not:
 - a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
 - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or

c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

22. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
23. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.
24. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
25. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
26. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
27. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as

the California State Library may find necessary to assure the correctness and verification of such reports.

28. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library. The State Library will provide Grantee with basic knowledge regarding processes and procedures and the manner required of it to execute its duties per the grant scope.
29. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
30. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantee, its officers, agents, or employees.
31. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
 - b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.
32. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$950,000 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

33. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
34. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library

shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

35. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
 - e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.
36. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:
- a. Grant Agreement Coversheet and any Amendments thereto
 - b. Terms and Conditions
 - c. Procedures and Requirements
 - d. Certificate of Compliance
 - e. Project Summary
 - f. Grantee's Application (including Budget and Activities Timeline)

- g. All other attachments hereto, including any that are incorporated by reference.

37. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement
- d. The Awardee shall submit invoices and claim forms against the grant award amount as work on deliverables is completed.
- e. Upon receipt and approval of the Deliverable(s), the State Library agrees to compensate Administrator for actual expenditures incurred in accordance with the Application and Cost Worksheet submitted by CTC.
- f. Requests for payment, invoices and claim forms shall be submitted no more than once a month and/or upon State Library acceptance of a Deliverable(s). All requests must include the following:
 1. Invoice/claim form with the Agreement number.
 2. A certification statement that is signed by the Awardee, attesting to the accuracy of the invoice data and includes the organization official's phone number and email address.
 3. Copies of signed Deliverable Acceptance Documents (whether deliverable is in whole or in part) for all invoiced Deliverables.
- g. Invoices shall be submitted electronically via email.
 1. Invoices shall be emailed to: stategrants.fiscal@library.ca.gov.
 2. Electronic submissions must:
 - i. Contain the following in the Subject line:
 1. Organization Name

2. Agreement number
 3. Invoice number
 3. Be in PDF format and include all of the supporting documentation as required in this Agreement.
38. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
39. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in Exhibit D.
40. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project.
41. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
42. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
43. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.
44. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in

advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

45. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
46. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
47. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
48. Reports and Claims: It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.
 - a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting project expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following

mentioned dates for payment, and the California State Library agrees to reimburse the Grantee as soon thereafter as State fiscal procedures will permit.

- d. In-full payments are typically made for awards totaling \$20,000 or less.
- e. Funding for awards totaling more than \$20,000 is issued in three payments following a 45%/45%/10% payment schedule, unless an exception has been made.
- f. The final 10% of the grant award (if applicable) is payable only if the Grantee fulfills all project reporting requirements and returns all unspent funds.
- g. Payment will be provided to cover the expenditures incurred by the Grantee for the project in the following manner:
 - o \$427,500 upon execution of the agreement and submission of claim by fiscal agent
 - o If applicable, second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of \$427,500
 - o If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of \$95,000

49. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

50. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

51. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include,

but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

52. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

53. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

54. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

55. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is

required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

56. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
57. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$950,000. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;

- 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

- 8. CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code § 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

9. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
10. **AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
11. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
12. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
13. **DRUG FREE WORKPLACE:**
 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.
15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

- 16. ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name: Columbia Telecommunications Corporation d/b/a CTC Technology & Energy	Address (official and complete): CTC Technology & Energy 10613 Concord Street Kensington, MD 20895
PROJECT COORDINATOR	
Name: Heather Mills	
Email: hmills@ctcnet.us	Phone: 301-933-1488
GRANTEE AUTHORIZED REPRESENTATIVE	
Name: Joanne S. Hovis	Title: President
Email: jhovis@ctcnet.us	Phone: 301-933-1488
Signature: <small>DocuSigned by:</small>  <small>19462DD73B1G4B4...</small>	Date: 4/14/2022



Authorized Representative Signature

ORGANIZATION	
Name: Columbia Telecommunications Corporation d/b/a CTC Technology & Energy	Address (official and complete): CTC Technology & Energy 10613 Concord Street Kensington, MD 20895
AUTHORIZED REPRESENTATIVE	
Signature: <small>DocuSigned by:</small> Joanne Hovis <small>194C2DD73B1C4B4</small>	Date: 4/14/2022
Printed Name of Person Signing: Joanne S. Hovis	Title: President
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street Sacramento, CA 95814
Signature: <small>DocuSigned by:</small> Greg Lucas <small>BDA50081C41C416</small>	Date: 4/14/2022
Printed Name of Person Signing: Greg Lucas	Title: State Librarian



EXHIBIT B: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources Please Check State of California, Department of Human Resources Website for updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.56 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND COLUMBIA TELECOMMUNICATIONS CORPORATION (CTC) TO PROVIDE ADMINISTRATIVE AND FISCAL SERVICES IN CONJUNCTION WITH THE CALIFORNIA STATE LIBRARY'S BROADBAND SERVICES PROJECT

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

WHEREAS, the California State Library conducted a Request for Proposals to administer the Broadband Services Project and awarded the service to Columbia Telecommunications Corporation (CTC); and

WHEREAS, City staff recommends City Council approve the agreement between the City and CTC in order to facilitate the administration of the High-Speed Broadband Project within the National City Public Library.

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

Section 1: Authorizes the City Manager to execute an agreement between the City of National City and Columbia Telecommunications Corporation (CTC) to provide administrative and fiscal services in conjunction with the California State Library's Broadband Services Project.

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

Resolution No. 2022 –
Page Two

PASSED and ADOPTED this 21st day of June, 2022.

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, California authorizing the Mayor to execute an agreement between the City of National City and EXOS Community Services, LLC, extending the term of the agreement to December 31, 2022 to provide aquatic programs and services at Las Palmas Pool located at 1800 East 22nd Street. \(Library and Community Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.:

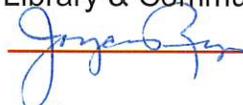
ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Service Agreement between the City of National City and EXOS Community Services, LLC, extending the term of the agreement to December 31, 2022 to provide aquatic programs and services at Las Palmas Pool located at 1800 East 22nd Street.

PREPARED BY: Joyce Ryan

PHONE: 619-470-5882

DEPARTMENT: Library & Community Services

APPROVED BY: 

EXPLANATION:

The Second Amendment to the Service Agreement amends the following sections:

1. Replaces Exhibit B with the FY23 operating budget for the six-month period, which includes payroll and staffing expenses, marketing and administrative costs, and monthly base management fees and limits compensation to not-to-exceed \$50,000.
2. Extends the length of the Service Agreement to December 31, 2022

Please see staff report for additional information.

FINANCIAL STATEMENT:

ACCOUNT NO.

001-41000-3574 Revenue - \$85,000

001-441-058-299-0000 Contract Services - \$75,000

(Funds allocated for FY23, based off of one quarter of prior fiscal year appropriations)

APPROVED: 

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Adopt the resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Service Agreement between the City of National City and EXOS Community Services, LLC, extending the term of the agreement to December 31, 2022.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Second Amendment
2. First Amendment
3. Service Agreement
4. Resolution



City Council Staff Report

June 21, 2022

ITEM

Resolution of the City Council of the City of National City, California authorizing the Mayor to execute an agreement between the City of National City and EXOS Community Services, LLC, extending the term of the agreement to December 31, 2022 to provide aquatic programs and services at Las Palmas Pool located at 1800 East 22nd Street.

BACKGROUND

The City Council approved a one-year agreement with EXOS Community Services, LLC, on June 16, 2020 following a closure due to COVID. The First Amendment to the Agreement was approved by City Council on June 15, 2021 extending the term of the agreement to June 30, 2022.

EXPLANATION

EXOS Community Services, LLC has provided aquatics programs and services at Las Palmas Pool since 2015. They have continued in that role since then, with the exception of a short period of closure due to COVID.

On October 19, 2021, the City Council approved the emergency repairs to Las Palmas Pool. The pool widening project was approved on February 1, 2022, and the new Las Palmas Pool Wellness Center was approved at the February 15, 2022 meeting. During this time, EXOS staff have contributed valuable information and insight into pool operations, assisting staff and consultants with their knowledge.

The pool closed to the public on May 7, 2022 in anticipation of construction and many pool staff found other employment. However, with the construction delay, there may be an opportunity to host lifeguarding courses and/or CPR courses during the summer, as there is currently a nationwide shortage of lifeguards.¹ The amended costs during this six-month period would also enable the current site manager to assist with the following duties:

- Weekly meetings with City staff regarding the new pool building and pool repairs
- Social media and email updates to public monthly
- Responding to public queries
- Communicating with rental groups and completing contracts in advance of reopening

¹ <https://www.npr.org/2022/06/05/1102951892/nationwide-lifeguard-shortage-affects-third-of-pools>

- Public outreach at city events for programming once the pool reopens
- Researching Grant funding for swim lessons and swim team
- Coordinate with city maintenance team on repairs needed to be completed around the facility before reopening
- Create staffing/recruitment excitement and communication well in advance of re-opening to ensure and secure staff.
- Prepare pool schedules for reopening, including lap swim, swim lessons, group exercise, etc.
- Organize pool equipment and chemical storage in preparation for reopening; ensure locker rooms are free of nesting animals

Staff are anticipating the reopening of the pool in Spring 2023 and will be working on a 5-year agreement with EXOS to be sent to Council for review and approval in Fall 2022. By that time, construction will be underway and the timeline for reopening will be more in focus.

RECOMMENDATION

Authorize the Mayor to execute an agreement between the City of National City and EXOS Community Services, LLC, extending the term of the agreement to December 31, 2022 to provide aquatic programs and services at Las Palmas Pool located at 1800 East 22nd Street.

FISCAL IMPACT

This is a not-to-exceed cost of \$50,000. Revenues and expenditures for pool operations were included in the FY23 budget with \$85,000 allocated for revenues and \$75,000 allocated for expenditures. This was based off of one quarter of the appropriations from the prior year.

**SECOND AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
EXOS COMMUNITY SERVICES, LLC.**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 21st day of June, 2022, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and EXOS Community Services, LLC, a New Jersey limited liability company (the “CONTRACTOR”).

RECITALS

WHEREAS, the CITY and the CONTRACTOR (collectively referred to as the “parties”) entered into an Agreement on July 18, 2020 (“the Agreement”), wherein the CONTRACTOR agreed to provide open swim, learn-to-swim classes, learn-to-swim classes for third grade students in the National School District, aquatic exercise classes, lap swimming, and facility rentals for athletic teams or clubs at Las Palmas Pool, located at 1800 East 22nd Street, National City, CA 91950; and

WHEREAS, originally Article 2, Length of the Agreement, established the term of the Agreement as July 18, 2020 through June 30, 2021; and

WHEREAS, on June 15, 2021, the parties agreed to the First Amendment of the Agreement (“First Amendment”) allowing the parties to mutually agree to extend the Agreement for up to two (2) additional one-year terms. In the First Amendment, the parties agreed to use the first of the additional one-year terms to amend Article 2, Length of the Agreement to extend the term of the Agreement to July 1, 2021 through June 30, 2022; and

WHEREAS, the parties again desire to amend Article 2, Length of the Agreement, to extend the term of the Agreement to July 1, 2022 through December 31, 2022.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The City and EXOS hereby replace Exhibit B (“2021-2022 Las Palmas Pool Budget”) to the Agreement, in its entirety, with the attached Exhibit B (“July 2022 – December 2022 Las Palmas Pool Budget”), which revises the payroll and staffing expenses, marketing and administrative costs, and monthly base management fee.

2. Length of Agreement. Pursuant to Article 2 of the First Amendment, the City and EXOS hereby agree to amend Article 2 of the Agreement to again extend the Agreement by six (6) months, through December 31, 2022.

3. Compensation. The CITY and the CONTRACTOR hereby agree that, effective as of the date of this Second Amendment to the Agreement, Section 3 of the Agreement is hereby amended as follows: The total compensation to CONTRACTOR for providing the services set forth herein shall not exceed a total cost of \$50,000. The compensation for CONTRACTOR'S Services shall be based upon and not exceed the rates set forth in Exhibit B ("2022-2023 Las Palmas Pool Budget"), which is attached hereto without prior written authorization from the CITY.

4. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 18, 2020 Agreement shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Alejandra Sotelo-Solis, Mayor

APPROVED AS TO FORM:

By: _____
Charles E. Bell Jr.
City Attorney

EXOS COMMUNITY SERVICES, LLC

(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: _____
DocuSigned by:
Bill Bourque
BAE85EEDE6A0433...
(Name)

Bill Bourque

(Print)

Chief Operations Officer

(Title)

By: _____
DocuSigned by:
Marc Mandel
F2B958B590D847A...
(Name)

Marc Mandel

(Print)

SVP, General Counsel

(Title)

Exhibit B
 July 2022 - December 2022
 Las Palmas Pool Budget

Las Palmas Pool Budget	2022	2022	2022	2022	2022	2022	Budget Q1/2 Fiscal 22/23
	July	August	September	October	November	December	Totals
Expenses							
Payroll and Staffing Expenses							
Salary-Managers	5,350.00	5,350.00	5,350.00	5,350.00	5,350.00	5,350.00	\$32,100.00
Wages-Guards for recreational swim and lessons*	0.00	0.00	0.00	0.00			\$0.00
Wages-Administrative staff for recreational swim/public access	0.00	0.00	0.00	0.00			\$0.00
Wages- Masters	0.00	0.00	0.00	0.00			\$0.00
Wages-Swim Team	0.00	0.00	0.00	0.00			\$0.00
Wages-Courses/Certification/Clinics	0.00	0.00	0.00	0.00			\$0.00
Wages-Guards for Sweetwater Unified High School District programs	0.00	0.00	0.00	0.00			\$0.00
Wages-Guards for Rental Groups	0.00	0.00	0.00	0.00			\$0.00
Wages-Aquatic Group Exercise Classes	0.00	0.00	0.00	0.00			\$0.00
Payroll Burden-24% of payroll	1,284.00	1,284.00	1,284.00	1,284.00	1,284.00	1,284.00	\$7,704.00
Sub-Total	6,634.00	6,634.00	6,634.00	6,634.00	6,634.00	6,634.00	\$39,804.00
Marketing and Administrative Costs							
Adv & Mktg-Other	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Dues & Membership	215.00	215.00	215.00	215.00	215.00	215.00	\$1,290.00
Meeting Expense (manadatory monthly staff meetings)	0.00	0.00	0.00	0.00			\$0.00
Uniforms	0.00	0.00	0.00	0.00			\$0.00
Locker Room Supplies/Janitorial	0.00	0.00	0.00	0.00			\$0.00
Office Supplies & Expenses	0.00	0.00	0.00	0.00			\$0.00
Travel-Mileage Reimbursement/Parking/Tolls	0.00	0.00	0.00	0.00			\$0.00
Program Supplies & Expenses	0.00	0.00	0.00	0.00			\$0.00
Sub-Total	215.00	215.00	215.00	215.00	215.00	215.00	\$1,290.00
Base Management Fee	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	1,365.00	\$8,190.00
Sub Total Expenses	8,214.00	8,214.00	8,214.00	8,214.00	8,214.00	8,214.00	\$49,284.00

**SHORT FORM SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
EXOS COMMUNITY SERVICES, LLC**

THIS SHORT FORM SERVICES AGREEMENT (this "Agreement") is entered into this 18th day of July, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and EXOS COMMUNITY SERVICES, LLC, a New Jersey limited liability company ("CONTRACTOR").

NOW, THEREFORE, CITY agrees to engage CONTRACTOR to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** CONTRACTOR shall provide the scope of services as outlined in the attachment marked as Exhibit "A" and by this reference incorporated herein as though set forth in full (the "Services").

2. **Length of Agreement.** The duration of this Agreement is from July 18, 2020 (the "Commencement Date") through June 30, 2021.

3. **Compensation.** CITY shall pay CONTRACTOR a monthly fee of \$5,164 plus an additional \$966.89 per month for the third grade learn to swim program from August through December. The total compensation to CONTRACTOR for providing the Services set forth herein shall not exceed an annual total cost of \$66,802.45. The compensation for CONTRACTOR'S Services shall be based upon and not exceed the rates set forth in Exhibit "B" which is attached hereto (the Management Fee) without prior written authorization from CITY.

4. **Payment Schedule.** CITY will make payment within thirty (30) days of receiving and approving a billing statement for completed services of CONTRACTOR.

5. **Termination.** CITY may terminate this Agreement without cause by providing thirty (30) day's written notice to CONTRACTOR. This Agreement may be terminated by either party in the event of a material breach by the other party, by providing fifteen (15) day's written notice to CONTRACTOR setting forth such breach. However, if such breach is cured, or all necessary action to cure such breach shall be promptly and diligently pursued, in the reasonable judgement of the non-breaching party, within such fifteen (15) day period, then such notice shall be deemed withdrawn and of no further action. CONTRACTOR may terminate this Agreement by providing written notice to CITY, at any time if (1) CITY becomes insolvent or admits its inability to pay its debts generally as they become due, (2) CITY becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not discussed or vacated within forty-five (45) days after filing, (3) CITY is dissolved or liquidated or takes any action for such purpose, (4) CITY makes a general assignment for the benefit of creditors, (5) CITY has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business, or (6) Any amounts due hereunder to CONTRACTOR are more than thirty (60) days past due.

6. **Independent Contractor.** It is agreed that CONTRACTOR is an independent

Contractor, and all persons working for or under the direction of CONTRACTOR are CONTRACTOR'S agents, servants and employees, and said persons shall not be deemed agents, servants, or employees of CITY.

7. **Equipment.** CITY will be solely responsible for providing and equipping the Premises (including, without limitation, Automatic External Defibrillators) so that the Services may be rendered by CONTRACTOR in accordance with this Agreement and in compliance with all applicable rules and regulations relating to the Premises and the Services. CITY shall provide such items as office furniture and equipment, telephones, computers and software for the Premises. CITY will also be responsible for purchasing or leasing all aquatic related exercise equipment and safety and first aid equipment necessary to operate the Premises as reasonably requested by CONTRACTOR. CITY also agrees to, at its sole expense, maintain such equipment to the best of their ability. CITY will consider the nature and priority of the maintenance and available funding to determine if and when such repairs and maintenance will be completed.

CONTRACTOR shall, provide general administrative supplies and marketing materials necessary for the operation of the Premises at the City's sole cost and expense. City shall pay for such supplies and materials within thirty (30) days of receipt of CONTRACTOR's invoice therefor. CONTRACTOR shall prepare and distribute marketing materials and CITY shall assist with the distribution of marketing materials.

8. **Utilities.** CITY shall be responsible for maintaining utility services to the Premises, and shall provide and pay for all utilities or services necessary for its use and operation of the Premises during the term of this Agreement, including but not limited to gas, water, electricity, trash, sewer charges and telephone. CITY shall pay directly to the applicable utility company such charges, and CONTRACTOR shall have no obligation to pay for such utility services.

9. **Insurance.** CONTRACTOR shall obtain:

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

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. Commercial General Liability Insurance, with minimum limits of either \$5,000,000 per occurrence and \$10,000,000 aggregate, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy. The Commercial General Liability required by this Section must include Sexual Misconduct Liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. For the avoidance of doubt, the CITY understands that part of the coverage limits hereunder shall be satisfied by CONTRACTOR's excess umbrella policy. CONTRACTOR represents to CITY that its excess umbrella policy does not exclude coverage for Sexual Misconduct Liability.

D. Workers' compensation insurance in an amount sufficient to meet statutory

requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

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

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change, except in the event of non-payment of premium which is ten (10) days.

F. Said policies, except for the professional liability and workers' compensation policies, shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and separate additional insured endorsements shall be provided.

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

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

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

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

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with, and approved by the CITY's Risk Manager. If the CONTRACTOR does not keep all insurance policies required by this Section 9 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

K. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 9, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

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

11. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

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

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 11. This Section 11 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

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

11.3 **Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR

construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

12. **Acceptability of Work.** The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance, and/or the compensation payable to the CONTRACTOR.

13. **Business License.** CONTRACTOR must possess or shall obtain business license from National City Finance Department before beginning work.

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

15. **Administrative Provisions.**

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

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

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

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

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

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

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

H. *Force Majeure.* If either party is prevented or delayed from performing any act or discharging any obligation hereunder, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormally adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion, acts of terrorism, and fire or other casualty, legal actions attacking the validity of this Service Agreement or the CITY or EXOS operations of the Premises, or any other casualties beyond the reasonable control of either party ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period

for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

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

J. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California. The CONTRACTOR shall comply with all laws, including federal, state, and local laws, whether now in force or subsequently enacted.

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

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

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

N. Subcontractors or Subconsultants. The CITY is engaging the Services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY. In the event any portion of the Services under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 9 and the indemnification and hold harmless provision of Section 10 of this Agreement.

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

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement is executed by CITY and by CONTRACTOR on the date and year first above written.

<p>CITY OF NATIONAL CITY</p> <p>By:  Brad Raulston, City Manager</p> <p>APPROVED AS TO FORM:</p> <p>By:  Angil P. Morris-Jones City Attorney</p>	<p>EXOS COMMUNITY SERVICES, LLC <i>(Corporation – signatures of two corporate officers required) (Partnership or Sole proprietorship – one signature)</i></p> <p>By:  <i>(Name) (Print) Cara Sotfer (Title) Associate GC</i></p> <p>By:  <i>(Name) (Print) Bill Bourque (Title) COO</i></p>
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CONTACT INFORMATION

<p>CITY OF NATIONAL CITY 1243 National City Boulevard National City, CA 91950-4397 Phone: (619) 336-4256 Fax: (619) 336-4327 Contact: Brad Raulston Title: City Manager Dep.: City Manager’s Office Email: braulston@nationalcityca.gov</p>	<p>EXOS COMMUNITY SERVICES, LLC 25 Hanover Road, Building A, Suite 104 Florham Park, New Jersey 07932 Phone: (978) 257-2953 Contact: Bill Bourque Title: Chief Operations Officer Email: bbourque@teamexos.com Taxpayer I.D. No.:</p>
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**EXHIBIT “A”
SCOPE OF SERVICES**

1. The CITY owns the real property commonly known as Las Palmas Pool, located at 1800 East 22nd Street, National City, California (the “Premises”). The CITY hereby engages CONTRACTOR to operate the Premises as of the Commencement Date. CONTRACTOR will operate the Premises for the benefit of the citizens of National City. Facilities to be operated include: the Olympic-size pool; the activity pool; the locker rooms; concession stand; pump and storage rooms; lobby; and administrative offices.
2. CONTRACTOR shall operate the Premises by providing for and facilitating open swim, learn to swim classes, learn-to-swim classes for third grade students in the National School District, aquatic exercise classes, lap swimming, and facility rentals for athletic teams or clubs.

3. CONTRACTOR shall endeavor to meet agreed upon benchmarks for expenses and revenues as outlined in Exhibit B. CONTRACTOR shall meet or exceed budgeted net operating surplus goals as set forth in Exhibit B. Financial results will be monitored by and reviewed with the CITY on a monthly, quarterly and annual basis. Budget adjustments shall be made monthly and quarterly, in order to meet budgeted net operating surplus goals.
4. CONTRACTOR shall provide an annual report to the City, which must contain the total number of National City residents who participated in CONTRACTOR events; all participants who participated in CONTRACTOR events; events and programs coordinated; facility rentals for athletic teams or clubs; and any other pertinent statistics.
5. CONTRACTOR shall recruit, hire and employ, as employees of CONTRACTOR, all persons who will work at, or provide services to the Premises, managed by CONTRACTOR.
6. CONTRACTOR is not responsible for repair and maintenance of the Premises, which includes improvements, landscaping, facility maintenance, janitorial maintenance, chemical maintenance and information technology.
7. The CITY shall pay CONTRACTOR a monthly management fee, actual payroll and staffing expenses, and marketing and administrative costs as set forth in Exhibit B.
8. Revenue collected by CONTRACTOR for its programming of open swim, learn to swim, aquatic exercise classes, lap swim, and facility rentals will be collected and handled by CONTRACTOR and deposited with the CITY.
9. CONTRACTOR shall assist the CITY with assessing current capital improvement needs and timelines for completion. In addition, CONTRACTOR shall assist CITY with identifying potential funding options for future Capital Improvement Projects, including but not limited to grants, capital campaigns, and fundraising.

1. EXHIBIT "B" – MANAGEMENT FEE

	2020	2020	2020	2020	2020	2020	2021	2021	2021	2021	2021	2021	2021	2021	2021	FY20-21
	July	August	September	October	November	December	January	February	March	April	May	June	June	June	June	Totals
Revenue In (Based off 2019)																
3rd Grade Learn to Swim																\$45,000
Swim Lessons																\$120,000.00
Masters Swim																\$0
Pool Rentals																\$75,000.00
American Red Cross Lifeguard Courses																\$16,600.00
Pool Check-In (Lap/Group Exercise/Rec)																\$53,000.00
Misc. (Food, Drink, Products, etc.)																\$3,300.00
																\$0
Expenses																
Payroll and Staffing Expenses																
Salary-Managers	4,950.00	4,950.00	4,950.00	4,950.00	4,950.00	4,950.00	4,950.00	4,950.00	4,950.00	4,950.00	4,950.00	4,950.00	5,940.00	5,940.00		\$60,390.00
Wages-Guards for recreational swim and lessons*	13,000.00	10,300.00	10,300.00	1,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,750.00	1,750.00		\$52,500.00
Wages-Administrative staff for recreational swim/public access	2,400.00	1,920.00	1,920.00	1,000.00	0.00	0.00	0.00	0.00	0.00	650.00	1,000.00	1,000.00	2,400.00	2,400.00		\$12,290.00
Wages- Masters	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$0.00
Wages-Swim Team	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$0.00
Wages-Courses/Certification/Clinics	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$0.00
Wages-Guards for Sweetwater Unified High School District programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$0.00
Wages-Guards for Rental Groups	3,000.00	3,000.00	3,000.00	3,000.00	2,500.00	1,630.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00		\$34,130.00
Wages-Aquatic Group Exercise Classes	1,000.00	1,000.00	1,000.00	500.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00	500.00	1,000.00	1,000.00		\$6,000.00
Payroll Burden-27% of payroll	6,331.00	5,504.20	5,504.20	2,912.00	1,037.00	1,710.80	2,067.00	2,067.00	2,067.00	2,535.00	2,912.00	2,912.00	6,586.40	6,586.40		\$42,980.60
Sub-Total	30,681.00	26,674.20	26,674.20	14,112.00	9,387.00	8,290.80	10,917.00	10,917.00	12,285.00	14,112.00	14,112.00	14,112.00	31,925.40	31,925.40		\$208,290.60
Marketing and Administrative Costs																
Adv & Mktg-Other	300.00	200.00	200.00	150.00	150.00	150.00	150.00	150.00	200.00	200.00	200.00	200.00	200.00	200.00		\$2,250.00
Dues & Membership	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00		\$2,400.00
Meeting Expense (mandatory monthly staff meetings)	250.00	100.00	100.00	100.00	0.00	500.00	0.00	150.00	150.00	150.00	150.00	150.00	350.00	350.00		\$2,000.00
Uniforms	0.00	0.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$750.00
Locker Room Supplies/Janitorial	200.00	200.00	200.00	100.00	50.00	0.00	0.00	0.00	50.00	100.00	200.00	200.00	200.00	200.00		\$1,500.00
Janitorial Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$0.00
Office Supplies & Expenses	150.00	150.00	150.00	100.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	150.00	150.00	150.00		\$1,150.00
Travel-Mileage Reimbursement/Parking/Tolls	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		\$0.00
Program Supplies & Expenses	200.00	200.00	200.00	100.00	100.00	0.00	0.00	0.00	100.00	200.00	200.00	200.00	200.00	200.00		\$1,500.00
Sub-Total	1,300.00	1,050.00	1,050.00	1,000.00	550.00	900.00	400.00	600.00	800.00	1,500.00	1,100.00	1,300.00	1,300.00	1,300.00		\$11,550.00
Base Management Fee		5,164.00	5,164.00	5,164.00	5,164.00	5,164.00	5,164.00	5,164.00	5,164.00	5,164.00	5,164.00	5,164.00	5,164.00	5,164.00		\$61,968.00

National City School District Learn to Swim Payroll and Staffing Expenses						
Salary-Managers	400.00		400.00	400.00	400.00	400.00
Wages-Guards for NSD	2,048.67		1,837.52	2,260.85	1,415.22	1,415.22

Wages-Administrative staff for NSD		0.00	0.00	0.00	0.00	0.00	
Wages- Learn to Savor Classes - NSD		2,051.00	1,839.00	2,593.00	1,418.00	1,218.00	
Payroll Burden		1,169.91	1,059.90	1,290.20	840.12	840.12	
	Sub-Total	3,689.58	3,136.42	3,204.05	4,071.34	4,071.34	25,152.7
Program Supplies & Expenses		500.00	0.00	0.00	0.00	0.00	500.0
	Total	4,189.58	3,136.42	3,204.05	4,071.34	4,071.34	25,852.723
Additional Expense for NCSD							
Meal/Personal Fee	09/10	02/10	06/10	08/10	09/10		4,834,409

Revenue 814,906.000
 Variances 2,604.219

**AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
EXOS COMMUNITY SERVICES, LLC.**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 15th day of June, 2021, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and EXOS Community Services, LLC, a New Jersey limited liability company (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into an Agreement on July 18, 2020 ("the Agreement"), wherein the CONTRACTOR agreed to provide open swim, learn-to-swim classes, learn-to-swim classes for third grade students in the National School District, aquatic exercise classes, lap swimming, and facility rentals for athletic teams or clubs at Las Palmas Pool, located at 1800 East 22nd Street, National City, CA 91950; and

WHEREAS, Article 2, Length of the Agreement, establishes the term of the Agreement as July 18, 2020 through June 30, 2021; and

WHEREAS, the parties desire to amend Article 2, Length of the Agreement, to extend the term of the Agreement to July 1, 2021 through June 30, 2022.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

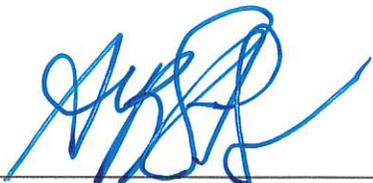
1. The City and EXOS hereby replace Exhibit B ("Management Fee") to the Agreement, in its entirety, with the attached Exhibit B ("2021-2022 Las Palmas Pool Budget"), which revises the payroll and staffing expenses, marketing and administrative costs, and monthly base management fee.
2. Length of Agreement. The City and EXOS hereby agree to amend Article 2 of the Agreement to extend the Agreement by one year, through June 30, 2022. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one-year term. The Parties may exercise up to two one-year extensions.
3. Compensation. The CITY and the CONTRACTOR hereby agree that, effective as of the date of this First Amendment to the Agreement, Section 3 of the Agreement is hereby amended as follows: CITY shall pay CONTRACTOR a monthly fee of \$5,200 plus an additional \$966.89 for the third grade learn to swim

program from August through December. The total compensation to CONTRACTOR for providing the services set forth herein shall not exceed an annual total cost of \$67,234.45. The compensation for CONTRACTOR'S Services shall be based upon and not exceed the rates set forth in Exhibit B ("2021-2022 Las Palmas Pool Budget"), which is attached hereto without prior written authorization from the CITY.

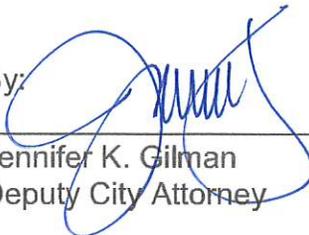
4. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the July 18, 2020 Agreement shall remain in full force and effect.

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

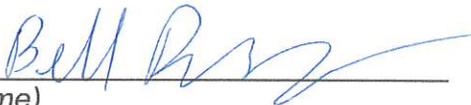
CITY OF NATIONAL CITY

By: 
Alejandra Sotelo-Solis, Mayor

APPROVED AS TO FORM:

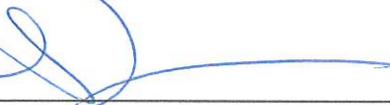
By: 
Jennifer K. Gilman
Deputy City Attorney

EXOS COMMUNITY SERVICES, LLC
(Corporation – signatures of two corporate officers required)
(Partnership or Sole proprietorship – one signature)

By: 
(Name)

Bill Bourque
(Print)

Chief Operations Officer
(Title)

By: 
(Name)

Terina Vignawan
(Print)

CFE
(Title)

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE SERVICE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND EXOS COMMUNITY SERVICES, LLC, EXTENDING THE TERM OF THE AGREEMENT TO DECEMBER 31, 2022 TO PROVIDE AQUATIC PROGRAMS AND SERVICES AT LAS PALMAS POOL LOCATED AT 1800 EAST 22ND STREET.

WHEREAS, on July 18, 2020, the City of National City (“City”) entered into an agreement with EXOS Community Services, LLC to provide aquatic programs and services at Las Palmas Pool located at 1800 East 22nd Street for a term of one (1) year ending June 30, 2021; and

WHEREAS, the parties extended the terms of the Length of the Agreement by entering into the First Amendment to the Agreement for the term of July 1, 2021, to June 30, 2022; and

WHEREAS, City staff recommends City Council approve a Second Amendment to the Agreement between the City and EXOS Community Services, LLC, by extending the term of the Agreement to July 1, 2022, through December 31, 2022.

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 a second amendment to the Agreement between the City of National City and EXOS Community Services, LLC, extending the term of the Agreement to July 1, 2022, through December 31, 2022, to provide aquatic programs and services at Las Palmas Pool located at 1800 East 22nd Street.

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. 2022 –
Page Two

PASSED and ADOPTED this 21st day of June, 2022.

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, California authorizing the appropriation of additional fund in amount of \\$148,934.25 \(Supplement #71\) for Phase II – Implementation phase of Paradise Creek Mitigation at Kimball Way project, reimbursable through the Hazard Mitigation Grant Program approved by the Federal Emergency Management Agency \(FEMA\); 2\) establishing corresponding revenue and expenditure accounts; and 3\) committing to providing a local match of \\$49,644.75 \(Supplement #71\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.

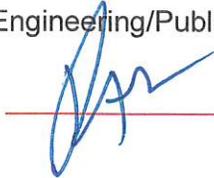
ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the appropriation of additional fund in amount of \$148,934.25 (Supplement #71) for Phase II – Implementation phase of Paradise Creek Mitigation at Kimball Way project, reimbursable through the Hazard Mitigation Grant Program approved by the Federal Emergency Management Agency (FEMA); 2) establishing corresponding revenue and expenditure accounts; and 3) committing to providing a local match of \$49,644.75 (Supplement #71).

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4360

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Revenue Account: 296-06198-3498 - \$148,934.25

Expenditure Account: 296-409-500-598-6198 (Paradise Creek Mitigation Project at Kimball Way) – \$148,934.25

Local Match: 001-409-500-598-7049– \$49,644.75

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the appropriation of additional fund for Phase II – Implementation phase of Paradise Creek Mitigation at Kimball Way project, reimbursable through the Hazard Mitigation Grant Program approved by the Federal Emergency Management Agency (FEMA);

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Supplement #71
3. Location Map w/ Photos
4. Resolution

EXPLANATION

On November 1, 2017, the Engineering and Public Works Department submitted a project proposal for a California Governor's Office of Emergency Services (CalOES) grant to improve Paradise Creek between Highland Avenue and Kimball Way.

On March 19, 2019, staff was notified by CalOES that the City of National City (City) had been awarded Federal funding for Phase 1 of the project in the amount of \$143,685.00, which required a local match of \$47,895.00, resulting in a total project cost of \$191,580.00. Phase 1 included a field survey, geotechnical analysis, stream modeling, environmental review, and engineering design and permits. On June 18, 2019, the City Council authorized the appropriation of grant funding for Phase 1 of the project. Phase 1 of the project was completed on July 19, 2020.

On September 8, 2020, staff was notified by CalOES that the City had been awarded Federal funding for Phase 2 - Implementation phase of the project in an amount of \$456,296.25, which required a local match of \$152,098.75, resulting in a Phase 2 cost of \$608,395.00. However, on November 2, 2020, staff requested additional funds from CalOES for this phase of the project since the awarded funding was not sufficient to complete the proposed improvements. On February 25, 2021, staff was notified by CalOES that the requested additional funding for Phase 2, implementation phase, of the project was approved in amount of \$194,255.25, with a corresponding local match of \$64,751.75. The updated project cost estimate per the grant agreement, incorporating the additional funds, is \$650,551.50 in federal grant funds with a local match of \$216,850.50, for a total Phase 2 estimate of \$867,402.00. On April 20, 2021, City Council authorized the appropriation of \$650,551.50 in federal grant funds with a local match of \$216,850.50 and established corresponding revenue and expenditure accounts.

On July 27, 2021, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On August 17, 2021, seven (7) bids were received by the 11:00 a.m. deadline. Wright Construction Engineering Corp. was the apparent lowest bidder with a total bid amount of \$818,733.60. On September 7, 2021, the City Council awarded a contract to Wright Construction Engineering Corp.

Since the Wright Construction Engineering Corp. contract amount of \$818,733.60 exceeded the estimated amount of \$620,000.00 by the engineer designer, staff submitted another request for additional funding to CalOES in order to cover the additional cost for this project.

On April 1, 2022, staff was notified by CalOES that the requested additional funding for Phase 2, implementation phase, of the project was approved in amount of \$148,934.25, with a corresponding local match of 49,644.75. The updated project cost estimate per the grant agreement, incorporating the additional funds, is \$943,170.75 in federal grant funds, and a local match of \$314,390.25, for a total Phase 2 estimate of \$1,065,981.00. Funds for a local match were appropriated through the previous fiscal year budget cycle. This total amount also includes additional expenses including but not limited to construction

management support, storm water inspections, engineer designer support and soil testings.

The list of additional supplemental funding that the City received for this project is summarized below:

Paradise Creek Mitigation project at Kimball Way			
Supplement No.	Federal Funds	Local Match	Total
Phase I, Supplement #19	143,685.00	47,895.00	191,580.00
Phase II, Supplement #43	456,296.25	152,098.75	608,395.00
Phase II, Supplement #54	194,255.25	64,751.75	259,007.00
Phase II, Supplement #71	148,934.25	49,644.75	198,579.00
Total	943,170.75	314,390.25	1,257,561.00

The contractor should complete construction by the end of October 2022. However, most of the construction activities will be completed in June 2022. In addition, the contractor would need to install approximately 500 plants and hydro seed the site that will occur this fall.



FEMA

April 1, 2022

Ryan Buras
Deputy Director
Governor's Authorized Representative
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, California 95655

Reference: Approval of Additional Funding, HMGP DR-4308-227-31
City of National City
Paradise Creek Improvements at Highland Avenue Mitigation Project
FIPS Code: 073-50398, Supplement 71

Dear Mr. Buras:

This is in response to your letter on February 11, 2022, requesting additional Hazard Mitigation Grant Program (HMGP) funds for the City of National City, HMGP DR-4308-227-31, Paradise Creek Improvements at Highland Avenue Mitigation Project. You indicate that costs have increased due to the higher than the estimated costs received during the bid process.

We approve and issue additional funds. The total Federal share increased from \$794,236.50 to \$943,170.75, and the total project cost is now \$1,257,561. As shown in the enclosed Obligation Report - Supplement 71, we are obligating \$148,934.25 for the 75 percent Federal share; the 25 percent non-Federal share is \$49,644.75. These funds are available in SmartLink for immediate and eligible disbursements.

The following is a summary of the approved funding and award conditions:

Approvals:	Federal Share:	Non-Federal Share:	Total Project Cost:
Supplement 19, 43, & 54	\$ 794,236.50	\$ 264,745.50	\$1,058,982.00
Additional Funding, Supplement 71	\$ 148,934.25	\$ 49,644.75	\$ 198,579.00
TOTALS	\$ 943,170.75	\$ 314,390.25	\$1,257,561.00

- 1. Scope of Work (SOW)** – The SOW in the original award letter states that the City of National City is to improve a section of Paradise Creek just east of Kimball Way in National City, San Diego County, California. The existing concrete side slopes and channel bed will be removed. The side slopes will be regraded, reinforced, and recompacted with fill. The

creek bed will be revegetated, requiring the removal and replacement of 120,000 cubic feet of soil.

2. **Project Completion Date** – The work schedule in the original award states the project completion time frame is February 18, 2023. Please inform the subrecipient that work completed after this date is not eligible for federal funding, and federal funds may be de-obligated for work not completed within schedule for which there is no approved time extension.
3. **Record of Environmental Consideration (REC)** – This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1, as authorized by DHS Instruction 023-01-001-01, Revision 1. Categorical Exclusion N9 (Federal Assistance for Flood Hazard Reduction Actions) has been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance, including funding.
4. **Standard Conditions** – This project approval is subject to the enclosed *Standard Mitigation Grant Program (HMGP) Conditions*, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions, please contact Aaron Lim, Hazard Mitigation Assistance Specialist, by email at aaron.lim@fema.dhs.gov or phone at (510) 627-7036.

Sincerely,

KATHRYN J LIPIECKI

Digitally signed by KATHRYN J
LIPIECKI
Date: 2022.03.30 18:21:43 -07'00'

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Enclosures (3):

Obligation Report – Supplement 71
Project Management Report
Standard Mitigation Grant (HMGP) Conditions

cc: Jennifer Hogan, State Hazard Mitigation Officer, California Governor's Office of Emergency Service
Dr. Jacy Hyde, Branch Chief, California Governor's Office of Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4308	31 -R	3	227	4	71	CA	Statewide

Subrecipient: National City

Project Title : National City - Paradise Creek Improvements at Highland Avenue

Subrecipient FIPS Code: 073-50398

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$943,170.75	\$943,170.75	\$0.00	\$0.00

Project Amount	Recipient Admin Est	Subrecipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$148,934.25	\$0.00	\$0.00	\$148,934.25	03/22/2022	Accept	2022

Comments

Date: 03/22/2022 User Id: SSCOTT39

Comment: Approved funding for HMGP-4308-227-31R-San Diego County-City of National City-Paradise Creek Improvements at Highland Avenue Mitigation Project for \$148,934.25.

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 03/22/2022

HMO Authorization Name: AARON LIM

HMO Authorization Date: 03/22/2022

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4308	31 -R	3	227	CA	Statewide

Subrecipient: National City
FIPS Code: 073-50398

Project Title : National City - Paradise Creek Improvements at Highland Avenue

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : National City - Paradise Creek Improvements at Highland Avenue

Recipient : Statewide

Subrecipient : National City

Recipient County Name : San Diego

Subrecipient County Name : San Diego

Recipient County Code : 73

Subrecipient County Code : 73

Recipient Place Name : National City

Subrecipient Place Name : National City

Recipient Place Code : 0

Subrecipient Place Code : 50398

Project Closeout Date : 00/00/0000

Work Schedule Status

<u>Amend #</u>	<u>Description</u>	<u>Time Frame</u>	<u>Due Date</u>	<u>Revised Date</u>	<u>Completion Date</u>
3	Design & Permits	3.7 Months	00/00/0000	00/00/0000	00/00/0000
0	Design & Permits	3.7 Months	00/00/0000	00/00/0000	00/00/0000
1	Design & Permits	3.7 Months	00/00/0000	00/00/0000	00/00/0000
2	Design & Permits	3.7 Months	00/00/0000	00/00/0000	00/00/0000
0	Construction	5.3 Months	00/00/0000	00/00/0000	00/00/0000
1	Construction	5.3 Months	00/00/0000	00/00/0000	00/00/0000
3	Construction	5.3 Months	00/00/0000	00/00/0000	00/00/0000
2	Construction	5.3 Months	00/00/0000	00/00/0000	00/00/0000
3	Project Closeout	3 Months	00/00/0000	00/00/0000	00/00/0000
2	Project Closeout	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Project Closeout	3 Months	00/00/0000	00/00/0000	00/00/0000
1	Project Closeout	3 Months	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

<u>Total Approved Net Eligible</u>	<u>Federal Share Percent</u>	<u>Total Approved Federal Share Amount</u>	<u>Non-Federal Share Percent</u>	<u>Total Approved Non-Fed Share Amount</u>
\$1,257,561.00	75.000000000	\$943,170.75	25.000000000	\$314,390.25

Allocations

<u>Allocation Number</u>	<u>IFMIS Status</u>	<u>IFMIS Date</u>	<u>Submission Date</u>	<u>FY</u>	<u>ES/DFSC Support Req</u>	<u>ES/DFSC Amend Nr</u>	<u>Proj Alloc Amount Fed Share</u>	<u>Subrecipient Management Cost</u>	<u>Total Alloc Amount</u>
8	A	03/15/2019	03/14/2019	2019	2800551	3	\$143,685.00	\$0.00	\$143,685.00
26	A	08/19/2020	08/19/2020	2020	2918479	16	\$456,296.25	\$0.00	\$760,386.00
37	A	02/22/2021	02/22/2021	2021	3231134	7	\$194,255.25	\$0.00	\$194,255.25
53	A	03/20/2022	03/18/2022	2022	5023098	4	\$148,934.25	\$0.00	\$148,934.25
Total							\$943,170.75	\$0.00	\$1,247,260.50

03/22/2022
9:05 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4308	31 -R	3	227	CA	Statewide

Subrecipient: National City

FIPS Code: 073-50398

Project Title : National City - Paradise Creek Improvements at Highland Avenue

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	03/15/201	03/15/2019	2019	2844037	0	19	\$143,685.00		\$143,685.00
2	A	08/19/202	08/19/2020	2020	3048645	1	43	\$456,296.25		\$456,296.25
3	A	02/23/202	02/22/2021	2021	3400922	2	54	\$194,255.25		\$194,255.25
4	A	03/22/202	03/22/2022	2022	7556392	3	71	\$148,934.25		\$148,934.25
							Total	\$943,170.75	\$0.00	\$943,170.75

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.



Paradise Creek Mitigation project at Kimball Way (looking east)



Paradise Creek Mitigation project at Kimball Way (looking west)



Paradise Creek Mitigation project at Kimball Way - Bar Screen (looking south)



Paradise Creek Mitigation project at Kimball Way (looking west)

RESOLUTION NO. 2022

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE APPROPRIATION OF ADDITIONAL FUNDS IN AMOUNT OF \$148,934.25 (SUPPLEMENT #71) FOR PHASE II – IMPLEMENTATION PHASE OF PARADISE CREEK MITIGATION AT KIMBALL WAY PROJECT, REIMBURSABLE THROUGH THE HAZARD MITIGATION GRANT PROGRAM APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA); 2) ESTABLISHING CORRESPONDING REVENUE AND EXPENDITURE ACCOUNTS; AND 3) COMMITTING TO PROVIDING A LOCAL MATCH OF \$49,644.75 (SUPPLEMENT #71)

WHEREAS, on November 1, 2017, the City of National City ("City") Engineering and Public Works Department submitted a project proposal for a California Governor's Office of Emergency Services ("CalOES") grant to improve Paradise Creek between Highland Avenue and Kimball Way; and

WHEREAS, on March 19, 2019, City staff was notified by CalOES that it had been awarded Federal funding for Phase 1 of the project in the amount of \$143,685.00, which required a local match of \$47,895.00, resulting in a total project cost of \$191,580.00. and

WHEREAS, Phase 1 included a field survey, geotechnical analysis, stream modeling, environmental review, and engineering design and permits; and

WHEREAS, on June 18, 2019, the City Council authorized the appropriation of grant funding for Phase 1 of the project, which was completed on July 19, 2020; and

WHEREAS on September 8, 2020, City staff was notified by CalOES that the City had been awarded Federal funding for Phase 2 - Implementation phase of the project in an amount of \$456,296.25, which required a local match of \$152,098.75, resulting in a Phase 2 cost of \$608,395.00, however, on November 2, 2020, City staff requested additional funds from CalOES for this phase of the project since the awarded funding was not sufficient to complete the proposed improvements; and

WHEREAS, on February 25, 2021, City staff was notified by CalOES that the requested additional funding for Phase 2, the implementation phase of the project, was approved in the amount of \$194,255.25, with a corresponding local match of \$64,751.75; and

WHEREAS, the updated project cost estimate per the grant agreement, incorporating the additional funds, is \$650,551.50 in federal grant funds with a local match of \$216,850.50, for a total Phase 2 estimate of \$867,402.00; and

WHEREAS, on April 20, 2021, City Council authorized the appropriation of \$650,551.50 in federal grant funds with a local match of \$216,850.50 and established corresponding revenue and expenditure accounts; and

WHEREAS, on April 1, 2022, City staff was notified by CalOES that the requested additional funding for Phase 2, the implementation phase of the project, was approved in the amount of \$148,934.25, with a corresponding local match of 49,644.75; and

WHEREAS, the updated project cost estimate per the grant agreement, incorporating the additional funds, is \$943,170.75 in federal grant funds and a local match of \$314,390.25, for a total Phase 2 estimate of \$1,065,981.00; and

WHEREAS, City staff is requesting that City Council authorizes the appropriation of the additional fund in the amount of \$148,934.25 (Supplement #71) for Phase II – Implementation phase of Paradise Creek Mitigation at Kimball Way project, reimbursable through the Hazard Mitigation Grant Program approved by the Federal Emergency Management Agency ("FEMA");and

WHEREAS, City staff further requests that City Council authorizes the establishment of corresponding revenue and expenditure accounts and Commits to provide a local match of \$49,644.75.

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

Section 1: Authorizes the appropriation of the additional fund in the amount of \$148,934.25 (Supplement #71) for Phase II – Implementation phase of Paradise Creek Mitigation at Kimball Way project, reimbursable through the Hazard Mitigation Grant Program approved by the Federal Emergency Management Agency ("FEMA").

Section2: Authorizes the establishment of corresponding revenue and expenditure accounts.

Section 3: Commits to providing a local match of \$49,644.75 (Supplement #71).

Section 4: That 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 21st day of June, 2022.

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, California, 1\) accepting the Clean California Local Grant; 2\) authorizing the City Manager or designee to execute the grant agreement for the National City Eastside I-805 Community Greenbelt Project in the amount of \\$4,998,761; and 3\) approving the establishment of an Engineering Grant Funds Appropriation of \\$4,998,761 and corresponding revenue budget to allow for reimbursement of eligible project expenditures. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.:

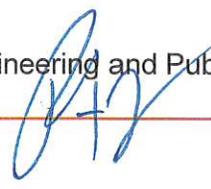
ITEM TITLE:

Resolution of the City Council of the City of National City, California, 1) accepting the Clean California Local Grant; 2) authorizing the City Manager or designee to execute the grant agreement for the National City Eastside I-805 Community Greenbelt Project in the amount of \$4,998,761; and 3) approving the establishment of an Engineering Grant Funds Appropriation of \$4,998,761 and corresponding revenue budget to allow for reimbursement of eligible project expenditures.

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil

PHONE: 619-336-4388

DEPARTMENT: Engineering and Public Works

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.

Clean California Local Grant Program - \$4,998,761.00

Expenditure Account - 296-409-500-598-6587 (NC Eastside I-805 Community Greenbelt Project)

Revenue Account - 296-06587-3463 (Other State Grants)

APPROVED: 

FINANCE

APPROVED:

MIS

ENVIRONMENTAL REVIEW:

CEQA documentation will be filed with the County Recorder's Office.

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ Exhibits
2. Grant agreement
3. Resolution

EXPLANATION

On February 1, 2022, the City submitted a grant application in the amount of \$4,998,761 for the Clean California Local Grant Program.

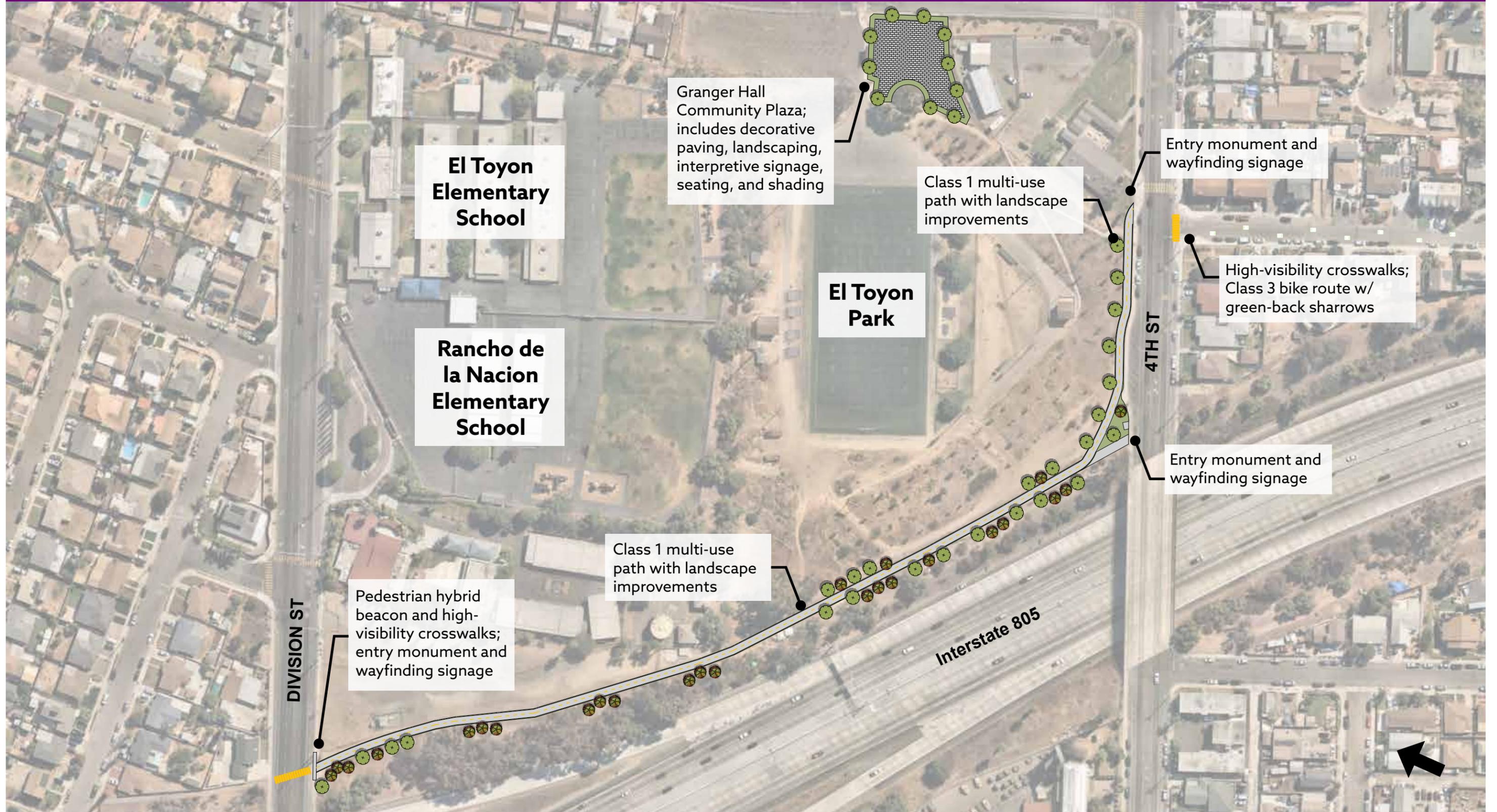
The proposed project is a combination of public right-of-way, multi-use path, and local park improvements. The project is located in the City of National City along the east side of Interstate 805 between Division Street and Plaza Boulevard. It addresses ongoing issues related to waste debris, under-utilized public right-of-way, safety, and comfort. The project is intended to implement a greenbelt for the neighborhoods on the east side of Interstate 805 between Alpha Street and the Sweetwater Bike Path. The project will also improve connections to El Toyon Elementary School, Rancho de la Nacion Elementary School, El Toyon Park, and local shopping centers.

On March 8, 2022, the State of California's Department of Transportation notified the City that National City Eastside I-805 Community Greenbelt Project had been awarded a grant award of \$4,998,761 with a \$20,000 in-kind contribution of City staff for a total project cost of \$5,018,761. The period of performance to deliver the project ends December 31, 2024.

City's staff is requesting grant agreement execution and authorization to establish an Engineering Grants Fund appropriation of \$4,998,761.00 and corresponding revenue and expenditure budgets to allow for reimbursement of eligible project expenditures through the State of California's Department of Transportation (CALTRANS).

National City Caltrans Clean California Program

Proposed Project Concept Plans: Section 1



National City Caltrans Clean California Program

Proposed Project Concept Plans: Section 2



National City Caltrans Clean California Program

Proposed Project Concept Plans: Section 3



National City Caltrans Clean California Program

Proposed Project Concept Plans: Section 4



**Clean California Local Grant Program (State)
Restricted Grant Agreement**

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the City of National City, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, or upon approval by CALTRANS, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the National City Eastside I-805 Community Greenbelt Project, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001)	
	Budget Item 2660-130-001	
	State Program Code 20.30.010.900	
	FY 2021/22	\$1,249,690.00
	FY2022/23 ¹	\$3,749,071.00
Cash Local Match	Agency Provided	\$0.00
Value of Third-Party In-Kind Contributions	Agency Provided	\$20,000.00
Total of other fund sources (not in-kind contributions)	Agency Provided	\$0.00
	Total Project Costs	\$4,998,761.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jennie Yee	<i>Jennie Yee</i> Accounting Officer	05/16/2022	\$4,998,761.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Roberto Yano, (619) 336-4380.
- b. **CALTRANS'** Contract Manager is Erwin Isidro, (619) 985-2697. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

CITY OF NATIONAL CITY

Attention: Roberto Yano, Public Works Director, City Engineer
 Phone Number: (619) 336-4380
 Email: ryano@nationalcityca.gov
 1243 National City Blvd.
 National City, California 91950

California Department of Transportation
District 11, Division of Planning and Local Assistance
Attention: Erwin Isidro, Area Engineer/ Transportation Engineer
Phone Number: (619) 985-2697
Email: erwin.isidro@dot.ca.gov
Address: 4050 Taylor Street, San Diego, CA 92110

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of CALTRANS and AGENCY's receipt of the Notice to Proceed letter of this RGA by CALTRANS. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS Contract Manager**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$4,998,761.00**.
- b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS Contract Manager** at or below that fund limitation established herein.

13. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.
Also see website for summary of travel reimbursement rules.
- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager, as stated in **Section III–Notification of Parties, Item 8c**.
- g. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
- i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

- j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
- k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6**, the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.
- b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

19. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

21. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III- Payment and Invoicing, Item 14(e)(4), above**.

- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above.**

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
 - c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).
30. **CALTRANS'** Use of "Before" and "After" Project Photographs
- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
 - b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
 - c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
 - d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
 - e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming (“educational programming”) Created or Produced for Project and Visual Art Located Outside of State Right-of-Way (“**Artwork**”) Created or Produced for Project

a. Educational programming:

- i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this

RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to

- promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.
- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
- i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

- c. **AGENCY** acknowledges that any submittal to the **CALTRANS'** Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager

37. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.
CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.
- c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

38. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

41. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	CITY OF NATIONAL CITY
By: _____	By: _____
Printed Name: Gretchen Chavez	Printed Name: _____
Title: Office Chief Clean California Local Grant Program Division of Local Assistance	Title: _____
Date: _____	Date: _____
_____	By: _____
	Printed Name: _____
	Title: _____
	Date: _____

ATTACHMENT I

Clean California Local Grant Program

Program Guidelines

Link: <https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:c8097d18-e075-486f-84ee-481a6c3b5852>

**Clean California Local Grant Program
 (State)**

Amendment to Grant Application

Amendment Number 1 ("Amendment")

This Amendment will commence on May 15, 2022, or upon approval by CALTRANS, whichever occurs later, and it amends the Grant Application submitted by **(City of National City)**, hereinafter referred to as **AGENCY**, as set forth below:

Application

Section	Original Text	Amended Text
Section 1.3	Includes Prop 68 project and its State funding (\$5,600,000)	Removed the mention of the Prop 68 project & funds from the grant application

In Witness Whereof, the parties hereto have executed this Amendment Number 1 to the Grant Application on the day and year first herein above written:

**STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION**

City of National City

By: _____

By: _____

Printed Name:
 Gretchen Chavez

Printed Name:

 Roberto Yano

Title:
 Office Chief
 Clean California Local Grant Program
 Division of Local Assistance

Title:
 Director of Public Works
 City of National City

Date: _____

Date: May 6, 2022

By: _____

Printed Name: _____

RESOLUTION NO. 2022

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) ACCEPTING THE CLEAN CALIFORNIA LOCAL GRANT; 2) AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE GRANT AGREEMENT FOR THE NATIONAL CITY EASTSIDE I-805 COMMUNITY GREENBELT PROJECT IN THE AMOUNT OF \$4,998,761; AND 3) APPROVING THE ESTABLISHMENT OF AN ENGINEERING GRANT FUNDS APPROPRIATION OF \$4,998,761 AND CORRESPONDING REVENUE BUDGET TO ALLOW FOR REIMBURSEMENT OF ELIGIBLE PROJECT EXPENDITURES

WHEREAS, on February 1, 2022, the City of National City ("City") submitted a grant application in the amount of \$4,998,761 for the Clean California Local Grant Program ("Project"); and

WHEREAS, the Project is a combination of the public right-of-way, multi-use path, and local park improvements located in the City along the east side of Interstate 805 between Division Street and Plaza Boulevard; and

WHEREAS, the Project addresses ongoing issues related to waste debris, under-utilized public right-of-way, safety, and comfort and is intended to implement a greenbelt for the neighborhoods on the east side of Interstate 805 between Alpha Street and Sweetwater Bike Path; and

WHEREAS, the Project will also improve connections to El Toyon Elementary School, Rancho de la Nacion Elementary School, El Toyon Park, and local shopping centers; and

WHEREAS, on March 8, 2022, the State of California's Department of Transportation notified the City that National City Eastside I-805 Community Greenbelt Project had been awarded a grant award of \$4,998,761 with a \$20,000 in-kind contribution of City staff for a total project cost of \$5,018,761; and

WHEREAS, City's staff requests City Council (1) accept the grant agreement execution and authorize the City Manager or designee to execute the grant agreement for the National City Eastside I-805 Community Greenbelt Project in the amount of \$4,998,761; and

WHEREAS, City staff further requests that the City Council authorize the establishment of an Engineering Grants Fund appropriation of \$4,998,761.00 and corresponding revenue and expenditure budgets to allow for reimbursement of eligible project expenditures through the State of California's Department of Transportation (CALTRANS).

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

Section 1: Accepts the Clean California Local Grant.

Section 2: Authorizing the City Manager or designee to execute the grant agreement for the National City Eastside I-805 Community Greenbelt Project in the amount of \$4,998,761.

Section 3: Approving establishing an Engineering Grant Funds Appropriation of \$4,998,761 and corresponding revenue budget to allow for reimbursement of eligible project expenditures.

Section 4: That 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 21st day of June, 2022.

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, California, 1\) authorizing the filing of a Strategic Growth Council Transformative Climate Communities \(TCC\) Planning Grant application in the amount of \\$300,000; 2\) authorizing the City Manager or designee to execute the grant agreement if selected for funding; and 3\) if selected for funding, approving the establishment of an Engineering Grants Fund Appropriation of \\$300,000 and corresponding revenue budget to allow for reimbursement of eligible project expenditures through the program. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

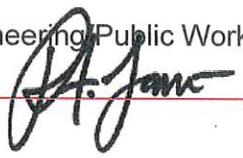
AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the filing of a Strategic Growth Council Transformative Climate Communities (TCC) Planning Grant application in the amount of \$300,000; 2) authorizing the City Manager or designee to execute the grant agreement if selected for funding; and 3) if selected for funding, approving the establishment of an Engineering Grants Fund Appropriation of \$300,000 and corresponding revenue budget to allow for reimbursement of eligible project expenditures through the program.

PREPARED BY: Roberto Yano, City Engineer/Director of Public Works **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4383

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

Rev. 296-*

Exp. 296-409-500-598-*

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

CEQA Notice of Exemption has been recorded with the County Clerk.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution to authorize the filing of the grant application.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ exhibits
2. Resolution

Explanation

Staff is requesting authorization to file a Strategic Growth Council Transformative Climate Communities Planning Grant (TCC Planning Grant). This grant was established by Assembly Bill 2722 in 2016 and since then, has allowed 18 communities across the State to fund the development and implementation of neighborhood-level, climate-resilient, transformative plans that provide economic, environmental, and health benefits to the state's most disadvantaged communities. The TCC Planning Grant is a \$300,000 two-year grant term that would allow the City to identify potential projects in a five-square mile area in National City. Once this planning grant is awarded and plans have been developed, the applicant can then apply for a Transformative Implementation Grant to construct projects developed as part of the TCC Planning Grant.

The City can leverage this TCC Planning Grant to identify projects that are supported by the community and that address inequities associated with environmental injustices, socioeconomic disparities, and challenges with creating a healthy community and quality of life. The City can explore projects that address the program objectives that combine more than three of the project types. Projects may include, but are not limited to:

1. Equitable Housing and Neighborhood Development
2. Land Acquisition for Affordable Housing
3. Transit Access and Mobility
4. Solar Installation
5. Health and Well-being

The intent of the planning grant would be to hear what National City residents and local partners want to see happen to help transform their community. The City has identified a contiguous area located along the southern half of the city's boundaries that would include the waterfront in the west, a mix of residential, industrial, and commercial land uses in the center, and residential and commercial land uses in the east. This geographic area, which meets the demographic and disadvantaged community requirements, would best match the interests that have been expressed in the community as well as allow the City to adjust the limits of the study area if the planning grant is awarded.

Council Resolution authorizing filing of the grant application is required. Additionally, staff recommends that City Council delegate the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope. If selected for funding, City Council approves the establishment of an Engineering Grants Fund Appropriation of \$300,000 and corresponding revenue budget to allow for reimbursement of eligible project expenditures through the TCC program. There is no local match required.

RESOLUTION NO. 2022

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE FILING OF A STRATEGIC GROWTH COUNCIL TRANSFORMATIVE CLIMATE COMMUNITIES (TCC) PLANNING GRANT APPLICATION IN THE AMOUNT OF \$300,000; 2) AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE GRANT AGREEMENT IF SELECTED FOR FUNDING; AND 3) IF SELECTED FOR FUNDING, APPROVING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$300,000 AND CORRESPONDING REVENUE BUDGET TO ALLOW FOR REIMBURSEMENT OF ELIGIBLE PROJECT EXPENDITURES THROUGH THE PROGRAM

WHEREAS, the Strategic Growth Council Transformative Climate Communities (“TCC”) Planning Grant was established by Assembly Bill 2722 in 2016 and since then, has allowed 18 communities across the State to fund the development and implementation of neighborhood-level, climate-resilient, transformative plans that provide economic, environmental, and health benefits to the state’s most disadvantaged communities; and

WHEREAS, the TCC Planning Grant is a \$300,000 two-year grant term that would allow the City of National City (“City”) to identify potential projects in a five-square mile area in National City; and

WHEREAS, the City can leverage this TCC Planning Grant to identify projects that are supported by the community and that address inequities associated with environmental injustices, socioeconomic disparities, and challenges with creating a healthy community and quality of life; and

WHEREAS, projects may include, but are not limited to:

1. Equitable Housing and Neighborhood Development
2. Land Acquisition for Affordable Housing
3. Transit Access and Mobility
4. Solar Installation
5. Health and Well-being

WHEREAS, the City has identified a contiguous area located along the southern half of the City’s boundaries that would include the waterfront in the west, a mix of residential, industrial, and commercial land uses in the center, and residential and commercial land uses in the east; and

WHEREAS, this geographic area, which meets the demographic and disadvantaged community requirements, would best match the interests that have been expressed in the community as well as allow the City to adjust the limits of the study area if the planning grant is awarded; and

WHEREAS, City staff is requesting authorization to file the Strategic Growth Council Transformative Climate Communities Planning Grant (“TCC Planning Grant”) and recommends City Council delegate the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope.

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

Section 1: Authorizes the filing of a Strategic Growth Council Transformative Climate Communities (“TCC”) Planning Grant application in the amount of \$300,000.

Section 2: Authorizes the City Manager or designee to execute the grant agreement if selected for funding.

Section 3: If selected for funding, approving the establishment of an Engineering Grants Fund Appropriation of \$300,000 and corresponding revenue budget to allow for reimbursement of eligible project expenditures through the program.

Section 4: That 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 21st day of June, 2022.

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: [Warrant Register #44 for the period of 4/29/22 through 5/05/22 in the amount of \\$2,565,763.27. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #44 for the period of 4/29/22 through 5/05/22 in the amount of \$2,565,763.27.
(Finance)

PREPARED BY: Karla Apalategui, Senior Accountant Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 4/29/22 - 5/05/22. 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>
Axon Enterprise Inc	357866	102,967.95	Professional Evidence Unlimited Storage

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$2,565,763.27.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$2,565,763.27.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 44



**WARRANT REGISTER # 44
5/5/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	RETIREE HEALTH BENEFITS - MAY 2022	357775	5/5/2022	110.00
BEARD	RETIREE HEALTH BENEFITS - MAY 2022	357776	5/5/2022	70.00
BECK	RETIREE HEALTH BENEFITS - MAY 2022	357777	5/5/2022	140.00
BEVERIDGE	RETIREE HEALTH BENEFITS - MAY 2022	357778	5/5/2022	640.00
BISHOP	RETIREE HEALTH BENEFITS - MAY 2022	357779	5/5/2022	110.00
BOEGLER	RETIREE HEALTH BENEFITS - MAY 2022	357780	5/5/2022	260.00
BULL	RETIREE HEALTH BENEFITS - MAY 2022	357781	5/5/2022	580.00
CAMEON	RETIREE HEALTH BENEFITS - MAY 2022	357782	5/5/2022	400.00
CANEDO	RETIREE HEALTH BENEFITS - MAY 2022	357783	5/5/2022	620.00
CARRILLO	RETIREE HEALTH BENEFITS - MAY 2022	357784	5/5/2022	290.00
COLE	RETIREE HEALTH BENEFITS - MAY 2022	357785	5/5/2022	165.00
COLLINSON	RETIREE HEALTH BENEFITS - MAY 2022	357786	5/5/2022	420.00
CONDON	RETIREE HEALTH BENEFITS - MAY 2022	357787	5/5/2022	280.00
CORDERO	RETIREE HEALTH BENEFITS - MAY 2022	357788	5/5/2022	520.00
DALLA	RETIREE HEALTH BENEFITS - MAY 2022	357789	5/5/2022	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - MAY 2022	357790	5/5/2022	250.00
DEESE	RETIREE HEALTH BENEFITS - MAY 2022	357791	5/5/2022	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - MAY 2022	357792	5/5/2022	110.00
DIAZ	RETIREE HEALTH BENEFITS - MAY 2022	357793	5/5/2022	680.00
DILLARD	RETIREE HEALTH BENEFITS - MAY 2022	357794	5/5/2022	480.00
DREDGE	RETIREE HEALTH BENEFITS - MAY 2022	357795	5/5/2022	250.00
DUONG	RETIREE HEALTH BENEFITS - MAY 2022	357796	5/5/2022	280.00
EISER III	RETIREE HEALTH BENEFITS - MAY 2022	357797	5/5/2022	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - MAY 2022	357798	5/5/2022	620.00
ETZLER	RETIREE HEALTH BENEFITS - MAY 2022	357799	5/5/2022	460.00
FABINSKI	RETIREE HEALTH BENEFITS - MAY 2022	357800	5/5/2022	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - MAY 2022	357801	5/5/2022	270.00
FIFIELD	RETIREE HEALTH BENEFITS - MAY 2022	357802	5/5/2022	540.00
GAUT	RETIREE HEALTH BENEFITS - MAY 2022	357803	5/5/2022	700.00
GELSKEY	RETIREE HEALTH BENEFITS - MAY 2022	357804	5/5/2022	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - MAY 2022	357805	5/5/2022	120.00
GONZALES	RETIREE HEALTH BENEFITS - MAY 2022	357806	5/5/2022	480.00
HANSON	RETIREE HEALTH BENEFITS - MAY 2022	357807	5/5/2022	135.00
HARLAN	RETIREE HEALTH BENEFITS - MAY 2022	357808	5/5/2022	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - MAY 2022	357809	5/5/2022	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - MAY 2022	357810	5/5/2022	600.00
HERNANDEZ	RETIREE HEALTH BENEFITS - MAY 2022	357811	5/5/2022	400.00
HODGES	RETIREE HEALTH BENEFITS - MAY 2022	357812	5/5/2022	200.00
IBARRA	RETIREE HEALTH BENEFITS - MAY 2022	357813	5/5/2022	780.00
JONES	RETIREE HEALTH BENEFITS - MAY 2022	357814	5/5/2022	60.00
JONES	RETIREE HEALTH BENEFITS - MAY 2022	357815	5/5/2022	480.00
JUNIEL	RETIREE HEALTH BENEFITS - MAY 2022	357816	5/5/2022	50.00
KIMBLE	RETIREE HEALTH BENEFITS - MAY 2022	357817	5/5/2022	300.00
KLOS	RETIREE HEALTH BENEFITS - MAY 2022	357818	5/5/2022	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - MAY 2022	357819	5/5/2022	660.00
LEACH	RETIREE HEALTH BENEFITS - MAY 2022	357820	5/5/2022	600.00
LIMFUECO	RETIREE HEALTH BENEFITS - MAY 2022	357821	5/5/2022	160.00



**WARRANT REGISTER # 44
5/5/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MATIENZO	RETIREE HEALTH BENEFITS - MAY 2022	357822	5/5/2022	100.00
MCCABE	RETIREE HEALTH BENEFITS - MAY 2022	357823	5/5/2022	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - MAY 2022	357824	5/5/2022	290.00
MEEKS	RETIREE HEALTH BENEFITS - MAY 2022	357826	5/5/2022	460.00
MENDOZA	RETIREE HEALTH BENEFITS - MAY 2022	357827	5/5/2022	290.00
MINER	RETIREE HEALTH BENEFITS - MAY 2022	357828	5/5/2022	580.00
MORRISON	RETIREE HEALTH BENEFITS - MAY 2022	357829	5/5/2022	520.00
MUNOZ	RETIREE HEALTH BENEFITS - MAY 2022	357830	5/5/2022	640.00
NAGLE	RETIREE HEALTH BENEFITS - MAY 2022	357831	5/5/2022	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - MAY 2022	357832	5/5/2022	120.00
OLIVERIA	RETIREE HEALTH BENEFITS - MAY 2022	357833	5/5/2022	360.00
PAUU JR	RETIREE HEALTH BENEFITS - MAY 2022	357834	5/5/2022	340.00
PE	RETIREE HEALTH BENEFITS - MAY 2022	357835	5/5/2022	300.00
PEASE JR	RETIREE HEALTH BENEFITS - MAY 2022	357836	5/5/2022	140.00
PETERS	RETIREE HEALTH BENEFITS - MAY 2022	357837	5/5/2022	290.00
POST	RETIREE HEALTH BENEFITS - MAY 2022	357838	5/5/2022	280.00
RAY	RETIREE HEALTH BENEFITS - MAY 2022	357839	5/5/2022	190.00
ROARK	RETIREE HEALTH BENEFITS - MAY 2022	357840	5/5/2022	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - MAY 2022	357841	5/5/2022	260.00
RUIZ	RETIREE HEALTH BENEFITS - MAY 2022	357842	5/5/2022	310.00
SAINZ	RETIREE HEALTH BENEFITS - MAY 2022	357843	5/5/2022	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - MAY 2022	357844	5/5/2022	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - MAY 2022	357845	5/5/2022	340.00
SHOEMAKER	RETIREE HEALTH BENEFITS - MAY 2022	357846	5/5/2022	480.00
SILVA	RETIREE HEALTH BENEFITS - MAY 2022	357847	5/5/2022	580.00
SMITH	RETIREE HEALTH BENEFITS - MAY 2022	357848	5/5/2022	320.00
SMITH	RETIREE HEALTH BENEFITS - MAY 2022	357849	5/5/2022	560.00
STEWART	RETIREE HEALTH BENEFITS - MAY 2022	357850	5/5/2022	200.00
TIPTON	RETIREE HEALTH BENEFITS - MAY 2022	357851	5/5/2022	250.00
UNGAB	RETIREE HEALTH BENEFITS - MAY 2022	357852	5/5/2022	600.00
VERRY	RETIREE HEALTH BENEFITS - MAY 2022	357853	5/5/2022	280.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - MAY 2022	357854	5/5/2022	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - MAY 2022	357855	5/5/2022	480.00
WHITE	RETIREE HEALTH BENEFITS - MAY 2022	357856	5/5/2022	230.00
WILKINS	RETIREE HEALTH BENEFITS - MAY 2022	357857	5/5/2022	520.00
YBARRA	RETIREE HEALTH BENEFITS - MAY 2022	357858	5/5/2022	220.00
			RETIREE HEALTH BENEFITS	30,410.00
PRO BUILD COMPANY	2X6 -16 DF #2 LNW GRN /FIRE	357774	5/5/2022	2,610.57
24 HOUR ELEVATOR INC	CITY WIDE ELEVATOR SERVICE AND REPAIRS	357859	5/5/2022	975.00
AEP CALIFORNIA LLC	UPFIT FOR 2020 TOYOTA CAMRY	357860	5/5/2022	6,721.96
ALL FRESH PRODUCTS	CONSUMABLES / NUTRITION	357861	5/5/2022	3,041.50
AMAZON	SENIOR SATURDAY JEWELRY CRAFTS	357862	5/5/2022	40.48
ASSI SECURITY INC	PROVIDE SECURITY SERVICES AND REPAIRS	357863	5/5/2022	4,965.00
AXON ENTERPRISE INC	PROFESSIONAL EVIDENCE UNLIMITED STORAGE/PD	357864	5/5/2022	102,967.95
BADGE FRAME, INC	SDPOA PERPETUAL PLAQUES AND AWARDS	357866	5/5/2022	6,612.00
C A P F	MAY 2022 - FIRE LTD	357867	5/5/2022	1,150.50
CAL FIRE	FIREWORKS TRAINING, JOWARSKI ESPIRITU	357868	5/5/2022	220.00



**WARRANT REGISTER # 44
5/5/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CALIFORNIA DIESEL COMPLIANCE	DPF SERVICE: STAGE 1-DPF (PNEUMATIC)	357869	5/5/2022	410.00
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES- PW	357870	5/5/2022	414.31
CALIFORNIA LAW ENFORCEMENT	MAY 2022 - PD LTD	357871	5/5/2022	2,008.50
CALIXTO	TRAINING ADV SUB SEARWRRNT	357872	5/5/2022	107.54
CITY OF NATIONAL CITY	RSWA EQUITY ADJUSTMENT PYMNT FY 21/22	357873	5/5/2022	19,087.00
CITY OF POWAY	RSWA EQUITY ADJUSTMENT PYMNT FY 21/22	357874	5/5/2022	24,283.00
CLEAR WATER TECHNOLOGIES LLC	CITY WIDE ON-SITE ENERGY EFFICIENT	357875	5/5/2022	475.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES- PW	357876	5/5/2022	838.81
CODDINGTON LOCK AND SECURITY	CITYWIDE ON-SITE ELECTRONIC DOOR & LOCK	357877	5/5/2022	440.50
COMMERCIAL AQUATIC SERVICE INC	MUNICIPAL POOL SUPPLIES & PARTS	357878	5/5/2022	3,147.59
DAVIS	TRAINING TYLR CONNECT 2022	357879	5/5/2022	819.69
DELGADO	REIMBURSEMENT COMM SERVICE DAY	357880	5/5/2022	56.15
FACTORY MOTOR PARTS	MOP 82766 GENERAL AUTO SUPPLIES- PW	357881	5/5/2022	29.45
FEDEX	MOU SIGNATURE PAGES	357882	5/5/2022	102.42
FIT TO WORK INC	FIT TO WORK / NSD	357883	5/5/2022	400.00
GRAINGER	MOP 65179 GENERAL SUPPLIES- PW	357884	5/5/2022	2,842.34
GUERRERO	FOLKLORICO CLASS / CSD	357885	5/5/2022	3,701.60
GUSTAVO GONZALEZ	KITCHEN EXHAUST CLEANING	357886	5/5/2022	550.00
HAAKER EQUIPMENT COMPANY	EB 7873202 MAIN BROOM 60"	357887	5/5/2022	538.31
HOME DEPOT CREDIT SERVICES	SAMSUNG SIDE BY SIDE REFRIGERATOR / FIRE	357888	5/5/2022	13,985.94
INTERNATIONAL NARCOTICS	TRAINING TUITION INIA DRUG	357889	5/5/2022	425.00
KREISBERG LAW FIRM	LEGAL SERVICES FOR NOVEMBER 2021	357890	5/5/2022	4,000.00
LASHBROOK	TRAINING SUB ADV LDG TYLER 22	357891	5/5/2022	819.65
LOPEZ	TRAINING LDG SUB TYLER CNNT 2022	357892	5/5/2022	819.65
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES & PARTS	357893	5/5/2022	450.65
MES CALIFORNIA	15C-SL3 EFORCE WITH BRUTE TIP ART TOOL / PW	357894	5/5/2022	27,772.37
MUNICIPAL MAINTENANCE EQUIP	WATER PUMP / PW	357895	5/5/2022	1,181.89
NATIONAL CITY CHAMBER	4251.02 ANNUAL DINNER CORPORATE SPONSOR	357896	5/5/2022	1,500.00
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	357897	5/5/2022	590.00
OFFICE SOLUTIONS BUSINESS	OFFICE SUPPLIES/ PLANNING	357898	5/5/2022	32.76
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES PW	357899	5/5/2022	397.10
PENSKE FORD	MOP 49078 AUTO SUPPLIES- PW	357900	5/5/2022	973.32
PERRY FORD	MOP 45703 AUTO SUPPLIES - PW	357901	5/5/2022	375.00
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES- PW	357902	5/5/2022	108.94
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	357903	5/5/2022	1,967.53
PROFESSIONAL SEARCH GROUP LLC	RECRUITMENT SERVICES	357904	5/5/2022	1,539.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES- PW	357905	5/5/2022	285.28
RED WING BUSINESS	SAFETY BOOTS APPAREL / EQM	357906	5/5/2022	240.32
SAN DIEGO MECHANICAL ENERGY	REPAIRS TO HVAC SYSTEMS AND OTHER	357907	5/5/2022	7,624.41
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	357908	5/5/2022	46.93
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	357909	5/5/2022	1,027.36
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES- PW	357910	5/5/2022	669.94
SOLANA CENTER	RSWA - SB1383 COMPLIANCE SUPPORT	357911	5/5/2022	15,695.00
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES- PW	357912	5/5/2022	15.52
SPORTELLI	TRAINING LDG TYLER CONNECT 2022	357913	5/5/2022	819.65
STAPLES BUSINESS ADVANTAGE	MOP 20468 SUPPLIES PD	357914	5/5/2022	1,383.39
SYSCO SAN DIEGO INC	FOOD/ NUTRITION CENTER	357916	5/5/2022	6,674.20



**WARRANT REGISTER # 44
5/5/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES- PW	357917	5/5/2022	358.77
TERMINIX INTERNATIONAL	ON-SITE PEST CONTROL SERVICES / PW	357918	5/5/2022	1,152.00
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE FOR 01/01/2022 TO 03/31/20	357919	5/5/2022	600.00
THE LINCOLN NATIONAL LIFE INS	LIFE, AD&D~	357920	5/5/2022	9,888.51
THE SAN DIEGO UNION TRIBUNE	LEGAL SERVICES/ PLANNING	357921	5/5/2022	1,491.80
THE STAR NEWS	PUBLIC NOTICE/PLANNING	357922	5/5/2022	253.69
TOPECO PRODUCTS	MOP 67839 GENERAL SUPPLIES- PW	357923	5/5/2022	42.73
TYLER TECHNOLOGIES INC	TRAINING TUITIONS	357925	5/5/2022	2,448.00
U S BANK	CC EXPENSES / FINANCE	357926	5/5/2022	15.00
WALTERS	TRAINING SLI 8 / PD	357927	5/5/2022	396.68
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	357928	5/5/2022	5,627.41
WESTFLEX INDUSTRIAL	MOP 63850 GENERAL SUPPLIES	357929	5/5/2022	349.72
WETMORES	MOP 80333 AUTO SUPPLIES- PW	357930	5/5/2022	92.96
WINTERGREEN CORPORATION	KIMBALL HOLIDAY CHRISTMAS TREE	357931	5/5/2022	6,521.24
WOODRUFF, SPRADLIN & SMART APC	RSWA - LEGAL SVCS 4TH QTR 4/1/22 - 6/30/22	357932	5/5/2022	7,808.23
ZOLL MEDICAL CORP	8012-0206. 12-LEAD ECG SIMULATOR /FIRE	357933	5/5/2022	863.41

A/P Total 349,298.12

SECTION 8 HAPS

<u>Start Date</u>	<u>End Date</u>	<u>AMOUNT</u>
4/28/2022	5/5/2022	1,054,149.51

PAYROLL

<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	<u>AMOUNT</u>
10	4/19/2022	5/2/2022	5/11/2022	1,162,315.64

GRAND TOTAL 2,565,763.27

The following page(s) contain the backup material for Agenda Item: [Warrant Register #45 for the period of 5/06/22 through 5/12/22 in the amount of \\$592,708.06. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #45 for the period of 5/06/22 through 5/12/22 in the amount of \$592,708.06. (Finance)

PREPARED BY: Karla Apalategui, Senior Accountant Assistant **DEPARTMENT:** Finance

PHONE: 619-336-4572

APPROVED BY: *Molly Brown*

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 5/06/22 - 5/12/22. 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>
Dick Miller Inc	357954	129,288.22	CIP 18-16 Paradise Creek Park Expansion
Eagle Paving Co Inc	357955	61,929.80	CIP 19-12 Sweetwater Rd Safety Enhancement
Project Professionals	357972	74,684.56	CIP 19-12 Sweetwater Rd Safety Enhancement
WSP USA Inc	357998	51,506.85	Focused General Plan Update

FINANCIAL STATEMENT:

APPROVED: *Parvathy Srinivasan* **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$592,708.06.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$592,708.06.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 45



WARRANT REGISTER # 45
5/12/2022

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
BONNIE E BURN	DISC CERTIFICATION VIRTUAL TRAINING	357934	5/11/22	5,800.00
ACE UNIFORMS & ACCESSORIES INC	NAME PLATES J TAYLOR	357935	5/12/22	38.68
AEP CALIFORNIA LLC	POLICE K9 BUILDOUT - ENG/PW	357936	5/12/22	27,375.94
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	357937	5/12/22	66.00
ANSER ADVISORY MANAGEMENT, LLC	CIP 19-20 SWEETWATER RD PROTECTED BIKEWAY	357938	5/12/22	165.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	357939	5/12/22	10,825.77
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY22	357940	5/12/22	881.20
ATLAS TECHNICAL CONSULTANTS	CIP 19-02 EL TOYON LAS PALMAS BIKE CORRI	357941	5/12/22	2,425.00
BSN SPORTS LLC	CAMACHO EXCERSIE MATS	357942	5/12/22	546.96
BURKE WILLIAMS & SORENSEN LLP	PROFESSIONAL SERVICES / CAO	357943	5/12/22	79.50
BUTLER THERAPY INC.	EMR PSYCHOTHERAPY SVCS	357944	5/12/22	480.00
CANON SOLUTIONS AMERICA INC.	CANON PLOTTER SERVICE MAINTENANCE - ENG/PW	357945	5/12/22	229.24
CHIEFS OF POLICE (IACP)	INT ASSN OF CHIEF OF POLICE MEMBERSHIP	357946	5/12/22	190.00
CITY OF SAN MARCOS	RESCUE SYSTEMS 1 TRAINING/FIRE	357947	5/12/22	700.00
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	357948	5/12/22	6,650.00
COHERO	PROPERTY AND EVIDENCE RMS SUPPORT	357949	5/12/22	28,000.00
CORODATA RECORDS	FILE STORAGE - CORODATA	357950	5/12/22	52.50
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY22	357951	5/12/22	408.21
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	357952	5/12/22	4,940.00
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICES - BALANCED PLAN EIR	357953	5/12/22	8,875.00
DICK MILLER INC	CIP 18-16 PARADISE CREEK PARK EXPANSION	357954	5/12/22	129,288.22
EAGLE PAVING COMPANY INC	CIP 19-12 SWEETWATER RD SAFETY ENHANCEMENT	357955	5/12/22	61,929.80
EXOS COMMUNITY SERVICES LLC	APRIL EXOS PROGRAM MANAGEMENT FEES	357956	5/12/22	17,689.49
EXPERIAN	CREDIT CHECKS	357957	5/12/22	42.20
GIL	TRAINING REIM DRONE TUTION 9	357958	5/12/22	900.00
GONZALES	TRAINING ADV SUB SLI5	357959	5/12/22	396.68
GOVERNMENT TRAINING AGENCY	TRAINING TUITION THF SEGAL	357960	5/12/22	115.00
HDR ENGINEERING, INC.	CIP 20-01 NC EX-P1 SEWER LINE UPSIZING	357961	5/12/22	13,838.19
INNOVATIVE CONSTRUCTION	CIP 19-02 ET/LP - ENG/PW	357962	5/12/22	25,377.50
KIMLEY HORN AND	CIP 19-02 EL TOYON LAS PALMAS - ENG/PW	357963	5/12/22	20,482.30
KREISBERG LAW FIRM	APRIL INVOICE 2022	357964	5/12/22	4,026.95
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR	357965	5/12/22	619.80
METEAU JR	ELEVATE 2022 CONFERENCE WORKERS' COMP	357966	5/12/22	584.00
MONTIJO	ACCOUNT #41380 TAG#17020. DOUBLE PYMNT	357967	5/12/22	93.00
NATIONAL CITY CHAMBER OF	CHAMBER JOB FAIR	357968	5/12/22	1,500.00
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLIES / FINANCE	357969	5/12/22	135.89
PACIFIC REFRIGERATION INC	SERVICE AND MAINTENANCE FOR ICEMAKER MAC	357970	5/12/22	324.50
PROFESSIONAL SEARCH GROUP LLC	RECRUITMENT SERVICES	357971	5/12/22	2,216.00
PROJECT PROFESSIONALS CORP	CIP 19-12 SWEETWATER RD SAFETY ENHANCE	357972	5/12/22	74,684.56
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	357973	5/12/22	165.38
RANDALL LAMB ASSOCIATES INC	CIP 21-23 NC CAMACHO REC CENTER HVAC- ENG	357974	5/12/22	325.00
RMG COMMUNICATIONS	SOCIAL MEDIA & MEETING	357975	5/12/22	575.00
ROUSTON	LICENSE REIMBURSEMENT / PW	357976	5/12/22	192.00
SAN DIEGO DISTRICT ATTORNEY	FY 2022 CRIME LAB FEE	357977	5/12/22	12,000.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT TAYLOR & RIVERA	357978	5/12/22	46.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TRFFIC ENFR RDR CERT ACEVEDO	357979	5/12/22	23.00



**WARRANT REGISTER # 45
5/12/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SAN DIEGO MIRAMAR COLLEGE	TRAINING RADAR LASR-ACEVEDO	357980	5/12/22	9.20
SAN DIEGO POLICE EQUIPMENT	BALLISTIC VESTS CAMACHO / WADSWORTH	357981	5/12/22	2,672.00
SILVER & WRIGHT LLP	PROFESSIONAL SERVICES / CAO	357982	5/12/22	292.80
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAOE SUPPLIES- PW	357983	5/12/22	254.78
SMART & FINAL	INGREDIENTS AND SUPPLIES FOR 4/28 NUTRTION	357984	5/12/22	38.36
SMART SOURCE OF CALIFORNIA LLC	GP-TK003 SUPER LUXURY PROFESSIONAL TENT	357985	5/12/22	4,246.15
SOSA	REIMBURSEMENT FOR TRAINING MEALS	357986	5/12/22	218.51
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES- PW	357987	5/12/22	2,081.63
SWAGIT PRODUCTION LLC	SWAGIT WEBCAST FY22	357988	5/12/22	1,920.83
THE STAR NEWS	PUBLIC NOTICING - STAR NEWS	357989	5/12/22	799.50
TRANS-LANG	TRANSLATION SERVICES - TRANS-LANG	357990	5/12/22	2,499.00
U S BANK	US BANK CARD PAYMENT FY22	357991	5/12/22	1,633.59
VCA EMERGENCY ANIMAL HOSPITAL	K9 TYSON EMERGENCY CARE	357992	5/12/22	443.10
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY22	357993	5/12/22	8,392.10
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	357994	5/12/22	709.59
VULCAN MATERIALS COMPANY	ASPHALT, TACK, 3/8 SHEET FY 22	357995	5/12/22	3,018.86
WEST PAYMENT CENTER	MONTHLY INVESTIGATIVE SERVICES	357996	5/12/22	1,347.22
WILLY'S ELECTRONIC SUPPLY	WILLYS ELECTRONICS MOP FY22	357997	5/12/22	1,223.43
WSP USA INC	FOCUSED GENERAL PLAN UPDATE E	357998	5/12/22	51,506.85
			A/P Total	549,606.96
WIRED PAYMENTS				
CITY NATIONAL BANK	LEASE PYMNT #48	674769	5/6/22	43,101.10
			GRAND TOTAL	\$ 592,708.06

The following page(s) contain the backup material for Agenda Item: [Warrant Register #46 for the period of 5/13/22 through 5/19/22 in the amount of \\$2,059,050.50. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #46 for the period of 5/13/22 through 5/19/22 in the amount of \$2,059,050.50.
(Finance)

PREPARED BY: Karla Apalategui, Senior Accountant Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 5/13/22 - 5/19/22. 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>
Health Net	358013	83,704.04	Grp# R1192A – May 2022
Innovative Construction	358078	65,669.75	CIP 22-01 Las Palmas Pool – Eng/PW
Wright Construction	358130	354,623,64	CIP 19-35 Paradise Creek Mitigation Project

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$2,059,050.50.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify Warrants Totaling \$2,059,050.50.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 46



**WARRANT REGISTER # 46
5/19/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AMAZON	PROLUME PL22D/28 109862 22W DOUBLE	357999	5/16/2022	701.74
BUCKNAM INFRASTRUCTURE	PAVEMENT MANAGEMENT PROGRAM - ENG/PW	358000	5/16/2022	6,409.00
CALIFORNIA POLICE CHIEFS ASSOC	MEMBERSHIP - CAL POLICE CHIEFS' ASSN	358001	5/16/2022	1,852.00
CALIFORNIA RESERVE PEACE	MEMBERSHIP - CAL RESERVE PEACE OFFICERS	358002	5/16/2022	384.00
DELTA DENTAL	GRP #05-0908600000 - MAY 2022	358003	5/16/2022	14,786.71
DELTA DENTAL	GRP #05-0908601002 - MAY 2022	358004	5/16/2022	45.22
DELTA DENTAL INSURANCE CO	GRP #05-7029600000 - MAY 2022	358005	5/16/2022	2,247.74
DELTA DENTAL INSURANCE CO	GRP #05-7029600002 - MAY 2022	358006	5/16/2022	57.11
FRANK TOYOTA	PT767-35111 TACO TUBESTP ACC	358007	5/16/2022	405.81
HAAKER EQUIPMENT COMPANY	SPROCKET ELEVATOR~	358008	5/16/2022	4,224.03
HEALTH NET	GRP #N7176A - MAY 2022	358009	5/16/2022	1,884.24
HEALTH NET	GRP #N7176F - MAY 2022	358010	5/16/2022	1,646.41
HEALTH NET	GRP #N7177A - MAY 2022	358011	5/16/2022	1,277.44
HEALTH NET	GRP #R1192R - MAY 2022	358012	5/16/2022	857.33
HEALTH NET INC	GRP #R1192A - MAY 2022	358013	5/16/2022	83,704.04
HEALTH NET INC	GRP #LB439A - MAY 2022	358014	5/16/2022	4,995.96
HEALTH NET INC	GRP #57135A - MAY 2022	358015	5/16/2022	2,579.47
HEALTH NET INC	GRP #LB439F - MAY 2022	358016	5/16/2022	735.61
HOME DEPOT CREDIT SERVICES	COMMUNITY SERVICE DAY EYEGLASSES 1004307	358017	5/16/2022	387.38
MCI AUTO REPAIR	NEW A/C CONDENSOR 15-63889~	358018	5/16/2022	1,258.70
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	358019	5/16/2022	38.84
PACIFIC STATES PETROLEUM INC	HYDRAULIC OIL, ENGINE OIL, AND VEHICLE	358020	5/16/2022	1,509.88
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES- PW	358021	5/16/2022	271.38
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	358022	5/16/2022	407.80
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	358023	5/16/2022	377.39
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	358024	5/16/2022	40.00
SASI	REF #119795	358025	5/16/2022	75.60
SO CAL PPE, LLC	TURNOUT COAT AND PANTS CLEANING /FIRE	358026	5/16/2022	5,846.01
SOUTH COAST EMERGENCY	LATCH ASSY, BYPASS LH (173	358027	5/16/2022	257.70
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	358028	5/16/2022	88.25
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES- PW	358029	5/16/2022	492.62
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES - PW	358030	5/16/2022	74.30
TRUE CUSTOMS	WINDOW TINT	358031	5/16/2022	249.03
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2022	358032	5/16/2022	562.50
WAXIE SANITARY SUPPLY	PAVEMENT MANAGEMENT PROGRAM - ENG/PW	358033	5/16/2022	10,296.50
Z A P MANUFACTURING INC	1178 EC FILM 30"X50YDS BLACK	358034	5/16/2022	4,037.81
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2022	358037	5/17/2022	38,852.08
ACEVEDO	TRAINING REIM RADAR CERT	358038	5/19/2022	88.58
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM / MAY 2022	358039	5/19/2022	724.98
ALDEMCO	FOOD AS NEEDED FOR NUTRITION CENTER FY	358040	5/19/2022	4,241.33
ALL FRESH PRODUCTS	FOR FOOD AS NEEDED FOR NUTRITION CENTER	358041	5/19/2022	1,118.69
ALL THE KINGS FLAGS	CITYWIDE FLAGS, ACCESSORIES, POLES	358042	5/19/2022	1,504.01
ANSER ADVISORY MANAGEMENT, LLC	CIP 19-18 NC BLVD BIKEWAY - ENG/PW	358043	5/19/2022	330.00
ARROWHEAD FORENSIC PRODUCTS	VERSACONES #1-20 YELLOW~	358044	5/19/2022	746.84
BIG BOYZ TACOS	FOOD VENDOR / EMPLOYEE PICNIC	358045	5/19/2022	4,242.07
BROADWAY AUTO GLASS	OFF-SITE WINDOW TINT, REPAIR	358046	5/19/2022	280.15
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES- PW	358047	5/19/2022	102.20
CALIXTO	TRAINING REIM SEARCH WARRANTS	358048	5/19/2022	109.16



**WARRANT REGISTER # 46
5/19/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CASILLAS	CITATION REIMBURSEMENT #3026556	358049	5/19/2022	60.00
CASTILLO	DJ SERVICES FOR EMPLOYEE PICNIC	358050	5/19/2022	650.00
CEPA OPERATIONS INC	FUME HOOD TEST/CERT.	358051	5/19/2022	240.00
CHEN RYAN ASSOCIATES INC	CIP 21-25 W. 19TH ST GREENWAY - ENG/PW	358052	5/19/2022	18,368.75
CHIEFS OF POLICE (IACP)	IACP 2022 MEMBERSHIP DUES	358053	5/19/2022	190.00
CI TECHNOLOGIES, INC.	TRAINING AND APPLICATIONS	358054	5/19/2022	20,400.00
CLEAR WATER TECHNOLOGIES LLC	CITY WIDE ON-SITE ENERGY EFFICIENT	358055	5/19/2022	950.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES- PW	358056	5/19/2022	761.72
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	358057	5/19/2022	790.00
COUNTY OF SAN DIEGO	PARKING CITATION REVENUE - FEBRUARY 2022	358058	5/19/2022	16,317.50
COUNTYWIDE MECHANICAL SYSTEMS	HVAC QUARTLERY PREVENTATIVE MAINTENANCE	358059	5/19/2022	13,197.16
CRUZ	TRAINING REIM HONOR GUARD	358060	5/19/2022	154.19
CUSTOM LOGOS	FEATHER CONVEX FLAG	358061	5/19/2022	722.61
CV VENTURES LLC	DUCK POIND MONITORING Q1 2022 - ENG/PW	358062	5/19/2022	3,186.25
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2022	358063	5/19/2022	4,654.07
DELGADO	SENIOR SATURDAY EMPLOYEE REIMBURSEMENT	358064	5/19/2022	356.41
DEPT OF JUSTICE	DOJ FINGERPRINTING FOR FY22	358065	5/19/2022	1,040.00
DEVANEY PATE MORRIS & CAMERON	LIABILITY CLAIM COST	358066	5/19/2022	4,975.00
DEVANEY PATE MORRIS & CAMERON	LIABILITY CLAIM COST	358067	5/19/2022	2,350.00
DEVANEY PATE MORRIS & CAMERON	LIABILITY CLAIM COST	358068	5/19/2022	550.00
DEVANEY PATE MORRIS & CAMERON	LIABILITY CLAIM COST	358069	5/19/2022	275.00
EVIDENT CRIME SCENE PRODUCTS	RFQ #1147 LAB SUPPLIES FOR PROPERTY & EVI	358071	5/19/2022	1,685.80
FIRE ETC	ZICO 3025 QUICK CHOC FOLDING / FIRE	358072	5/19/2022	399.11
GONZALES	TRAINING REIM SLI 3	358073	5/19/2022	290.29
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	358074	5/19/2022	100.92
HDL COREN & CONE	CONTRACT SVC PROPERTY TAX: APRIL - JUN	358075	5/19/2022	3,254.74
HDR ENGINEERING, INC.	CIP 19-11 PARADISE CREEK AT PLAZA PHASE	358076	5/19/2022	38,467.71
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES AS NEEDED FOR BUILDING	358077	5/19/2022	1,472.24
INNOVATIVE CONSTRUCTION	CIP 22-01 LAS PALMAS POOL - ENG/PW	358078	5/19/2022	65,669.75
IPS GROUP INC	PARKING PERMIT MERCHANT HOSTING	358079	5/19/2022	35,742.47
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING	358080	5/19/2022	1,625.00
KIMLEY HORN AND	CIP 18-14 SWEETWATER/30TH BIKE - ENG/PW	358081	5/19/2022	1,994.38
L C ACTION	BLACKHAWK #DE-TBK TACTICAL BACK PACK KIT	358082	5/19/2022	3,895.96
LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICE	358083	5/19/2022	4.66
LASER SAVER INC	HP M751 DRUM/W2004A OEM FOR SECTION 8	358084	5/19/2022	861.07
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	358085	5/19/2022	9,615.00
MCI AUTO REPAIR	NEW HIGH SIDE HOSE- SIZE 8 / PW	358086	5/19/2022	2,218.80
MORALES	FY 23 MORALES LEASE	358087	5/19/2022	2,000.00
MTS	MTS GRAFFITI REMOVAL FLAGGERS / NSD	358088	5/19/2022	106.96
NATIONAL CITY CAR WASH	CARWASH SERVICES FOR FLEET FY 2022	358089	5/19/2022	572.00
NBS	NATCITY MAINTENANCE	358090	5/19/2022	914.01
OFFICE SOLUTIONS BUSINESS	MOP OFICE SUPPLIES FOR SECTION 8	358091	5/19/2022	639.44
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES- PW	358092	5/19/2022	304.44
PALOMAR HEALTH	SEXUAL ABUSE FORENSIC EXAMS FOR FY22	358093	5/19/2022	1,350.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	358094	5/19/2022	1,186.18
PENSKE FORD	R&M CITY VEHICLES FY 2022	358095	5/19/2022	936.75
PORAC	PORAC RESEARCH MEMBERSHIP	358096	5/19/2022	48.00
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	358097	5/19/2022	311.94



**WARRANT REGISTER # 46
5/19/2022**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES- PW	358098	5/19/2022	308.00
PROFESSIONAL SEARCH GROUP LLC	PROFESSIONAL SERVICES RENDERED 04.10.202	358099	5/19/2022	7,250.00
PROFORCE LAW ENFORCEMENT	PARTIAL PAYMENT MINUS HEMIDENT TESTS	358100	5/19/2022	2,169.46
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES- PW	358101	5/19/2022	1,460.00
RIVERSIDE COMMUNITY	TRAINING TUITION HONOR GUARD	358102	5/19/2022	276.00
SAKAMOTO	TRAINING REIM BASIC SNIPER	358103	5/19/2022	742.25
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES - PW	358104	5/19/2022	101.62
SAN DIEGO PET SUPPLY	MOP 45753, K9 SUPPLIES/POLICE DEPARTMENT	358105	5/19/2022	136.75
SAN DIEGO UNION TRIBUNE	CIP 19-33 AND 22-19 PROJECT POSTINGS- ENG	358107	5/19/2022	2,285.60
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY22	358108	5/19/2022	4,000.40
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	358109	5/19/2022	1,371.01
SID'S CARPET BARN	SCBMATOSL, CARPET MATERIALS #34 /FIRE	358110	5/19/2022	1,790.54
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES	358111	5/19/2022	87.14
SMART & FINAL	MOP SMAT & FIANL CDBG/TEEN SNACKS	358112	5/19/2022	369.78
SMART SOURCE OF CALIFORNIA LLC	DISTURBANCE VIOLATION NOTICES	358113	5/19/2022	1,766.14
SOUTHWEST BOULDER & STONE INC	COMMUNITY SERVICES PLAYGROUND MULCH	358114	5/19/2022	727.03
SOUTHWEST SIGNAL SERVICE	LIGHTING MAINTENANCE / PW	358115	5/19/2022	15,417.06
SPEEDPRO IMAGING	2021 FORD F550 SMALL DUMP BODY	358116	5/19/2022	553.86
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / NSD	358117	5/19/2022	564.13
STC TRAFFIC	PARKING MGMT SUPPORT SERVICES / ENG	358118	5/19/2022	5,947.50
SWEETWATER AUTHORITY	WATER BILL FOR PARKS DIVISION	358119	5/19/2022	146.56
SYMBOLARTS, LLC	POLICE OFFICER BADGES	358120	5/19/2022	4,231.88
T MOBILE USA INC	GPS LOCATE	358121	5/19/2022	765.00
THE STAR NEWS	ADVERTISING/PLANNING	358122	5/19/2022	597.08
TODD PIPE & SUPPLY LLC	CITYWIDE PLUMBING MATERIALS & PARTS	358123	5/19/2022	608.41
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2022	358124	5/19/2022	496.50
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES- PW	358125	5/19/2022	99.15
VELOCITY TRUCK CENTERS	ENGINE AND TRANSMISSION PARTS	358126	5/19/2022	680.17
VORTEX INDUSTRIES INC	CITY STEEL DOOR REPAIRS AT NCPD - ENG/PW	358127	5/19/2022	2,930.88
WETMORES	MOP 80333 AUTO SUPPLIES - PW	358128	5/19/2022	276.76
WORLD OIL ENVIRONMENTAL SVCS	USED OIL SERVICE CHARGE~	358129	5/19/2022	95.00
WRIGHT CONSTRUCTION	CIP 19-35 PARADISE CREEK MITIGATION PROJECT	358130	5/19/2022	354,623.64
YBARRA	TRAINING REIMB CRISIS NEG COMMERS	358131	5/19/2022	24.58
YOUNG	REIMB: YOUNG FOR INVESTIGATION HOMICIDE	358132	5/19/2022	162.81

A/P Total 886,324.61

PAYROLL

Pay period	Start Date	End Date	Check Date	
11	5/3/2022	5/16/2022	5/25/2022	1,172,725.89

GRAND TOTAL 2,059,050.50

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California accepting the National City 2022/2023 Tax Roll Sewer Service Fees report, which identifies by parcel number, each parcel of real property receiving sewer services and the amount of sewer charges for each parcel for FY 2022-23 as required by the California Health and Safety Code Section 5473, Et Seq., pertaining to collection of sewer charges on the tax roll, directing the City Clerk to file the report with the San Diego County Auditor, and directing the City Engineer to file a certification of the sewer service charges with the San Diego County Auditor. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

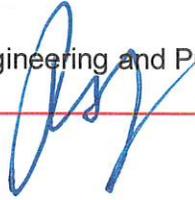
AGENDA ITEM NO.:

ITEM TITLE:

A Public Hearing and Adoption of a Resolution of the City Council of the City of National City accepting the National City 2022/2023 Tax Roll Sewer Service Fees report, which identifies by parcel number, each parcel of real property receiving sewer services and the amount of sewer charges for each parcel for FY 2022-23 as required by the California Health and Safety Code Section 5473, Et Seq., pertaining to collection of sewer charges on the tax roll, directing the City Clerk to file the report with the San Diego County Auditor, and directing the City Engineer to file a certification of the sewer service charges with the San Diego County Auditor.

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil **DEPARTMENT:** Engineering and Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.

FY 23 Sewer Service Fees - \$ 11,669,873

Revenue Account No. 125-22222-3563

APPROVED: 

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE:

INTRODUCTION

FINAL ADOPTION

STAFF RECOMMENDATION:

Hold public hearing and adopt Resolution to accept the National City 2022/2023 Tax Roll Sewer Service Fees report.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Report – National City 2022/2023 Tax Roll Sewer Service Fees by Parcel Number for FY 2022-23 (on file at Office of the City Clerk Office)
3. Resolution

Explanation:

The City of National City provides sewer services to about 9,000 customers. A Public Hearing is required annually for the preparation and approval of the sewer tax roll. Sewer service charges are collected annually concurrently with property taxes. Collecting sewer service charges through the tax roll avoids a separate and costly billing process. The charges described in this report have been previously approved by the City Council.

This is a request to conduct a Public Hearing on the National City tax roll report and to subsequently adopt a resolution approving collection of sewer service charges on the tax roll, as authorized by the Uniform Sewer Ordinance and County Water Service Ordinance.

The Public Hearing is to consider adoption of the report, which identifies by parcel number, each parcel of real property receiving sewer services, and the amount of sewer charges for each parcel for FY 2022-23 as required by the California Health and Safety Code Section 5473, et seq., pertaining to collection of sewer charges on the tax roll. Said report is on file with the Office of the City Clerk. The Notice of Public Hearing was published by the City Clerk's Office in accordance with Government Code Section 66017, on the dates of June 10, 2022 and June 17, 2022.

Pursuant to Ordinance No. 2017-2442, adopted by City Council on December 5, 2017, the City Council adopted a five-year sewer service fee rate adjustment schedule commensurate with projected Regional Wastewater treatment increases and elected to have sewer service charges collected on the tax roll, as provided by California Health and Safety Code Section 5473 et seq.

The City of National City sewer services fees for residential customers are monthly flat rates based on water consumption for domestic users. For commercial and industrial customers, the charges are variable and based on annual water consumption and the strength of the sewage they generate (low, medium, or high). The following table summarizes the five-year rate plan adopted by City Council on December 5, 2017.

The cost of wastewater collection, transportation, and treatment have increased dramatically in recent years and the forecast is for costs to continue to increase in the coming years.

National City is a member of the Metro Wastewater Joint Powers Association (JPA), a twelve-member agency, which uses the City of San Diego Treatment Facilities, primarily the Point Loma Treatment Plant located in Point Loma, San Diego. The JPA shares the cost of the operation and maintenance of this plant and related infrastructure. The Point Loma Wastewater Treatment Plant is currently undergoing upgrades and the City of San Diego is also implementing the Pure Water Program which also requires some cost sharing for the infrastructure associated with the treatment of the wastewater generated from the JPA. The City will be closely monitoring the actual impact on our treatment costs as the Pure Water Program costs become more certain.

National City Sewer Services Rates for FY 19-23

Residential Flat Rates (per month)	FY 2019 Monthly	FY2020 Monthly	FY 2021 Monthly	FY 2022 Monthly	FY 2023 Monthly
Single Family Residence	\$ 35.23	\$ 38.68	\$ 42.47	\$ 46.61	\$ 51.18
Multi-Family Residence	\$ 27.48	\$ 30.17	\$ 33.13	\$ 36.36	\$ 39.92
Mobile Homes	\$ 21.49	\$ 23.60	\$ 25.91	\$ 28.43	\$ 31.22

Commercial Variables Rates (per HCF)

Suspended Solids/BOD Strength Category	Suspended Solids/BOD Strength	FY 2019	FY2020	FY 2021	FY 2022	FY2023
Commercial - Low	< 200 PPM	\$ 3.61	\$ 3.97	\$ 4.35	\$ 4.78	\$ 5.25
Commercial - Medium Low	201 to 280 PPM	\$ 3.89	\$ 4.33	\$ 4.73	\$ 5.13	\$ 5.66
Commercial - Medium	281 to 420 PPM	\$ 4.69	\$ 5.37	\$ 5.76	\$ 6.13	\$ 6.80
Commercial - Medium High	421 to 600 PPM	\$ 5.48	\$ 6.40	\$ 6.80	\$ 7.12	\$ 7.95
Commercial - High	> 600 PPM	\$ 6.82	\$ 8.14	\$ 8.55	\$ 8.79	\$ 9.88

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, ACCEPTING THE NATIONAL CITY 2022/2023 TAX ROLL SEWER SERVICE FEES REPORT, WHICH IDENTIFIES BY PARCEL NUMBER, EACH PARCEL OF REAL PROPERTY RECEIVING SEWER SERVICES AND THE AMOUNT OF SEWER CHARGES FOR EACH PARCEL FOR FY 2022-23 AS REQUIRED BY THE CALIFORNIA HEALTH AND SAFETY CODE SECTION 5473, ET SEQ., PERTAINING TO COLLECTION OF SEWER CHARGES ON THE TAX ROLL, DIRECTING THE CITY CLERK TO FILE THE REPORT WITH THE SAN DIEGO COUNTY AUDITOR, AND DIRECTING THE CITY ENGINEER TO FILE A CERTIFICATION OF THE SEWER SERVICE CHARGES WITH THE SAN DIEGO COUNTY AUDITOR

WHEREAS, the City of National City (“City”) provides sewer services to about 9,000 customers; and

WHEREAS, pursuant to Ordinance No. 2017-2442, adopted by City Council on December 5, 2017, the City adopted a five-year sewer service fee rate adjustment schedule commensurate with projected Regional Wastewater treatment increases and elected to have sewer service charges collected on the tax roll, as provided by California Health and Safety Code Section 5473 et seq; and

WHEREAS, California Health and Safety Code Section 5473 requires a written report to be prepared each year and filed with the City Clerk’s Office, and the Report shall contain a description of each parcel of real property receiving sewer service and the amount of the sewer service charges for each parcel for the year (the “Report”); and

WHEREAS, California Health and Safety Code Section 5473.2 requires that the City hold a Public Hearing where the City Council will hear and consider all objections or protests, if any, to the Report; and

WHEREAS, if the City Council finds that a protest is made by the owners of a majority of separate parcels of the property described in the Report, then the Report shall not be adopted, and the charges shall be collected separately from the tax roll and shall not constitute a lien against any parcel or parcels of land; and

WHEREAS, upon conclusion of the Public Hearing, the City Council may adopt, revise, change, reduce or modify any charge, or overrule any or all objections and shall make its determination upon each charge as described in the Report; and

WHEREAS, California Health and Safety Code Section 5473.4 provides that on or before August 11 of each year, the City Clerk’s Office shall file a copy of the Report with the San Diego County Auditor with a statement endorsed on the Report over the City Clerk’s signature that the City Council has adopted the Report.

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

Section 1: That on June 21, 2022, the City Council held a Public Hearing where the City Council heard and considered all objections or protests, if any, to the Report.

Section 2: That the City Council finds that a protest has not been made by the owners of a majority of separate parcels of property described in the Report.

Section 3: That the City Council overrules any and all objections to the Report.

Section 4: That the City Council adopts the Report required by California Health and Safety Code Section 5473, et seq., for the Fiscal Year 2022-2023, and directs the City Clerk to keep the Report on file in their office.

Section 5: The City Council directs the City Clerk to file a copy of the Report with the San Diego County Auditor with a statement that the City Council has adopted the Report.

Section 6: The City Council directs the City Engineer to file a certification of the City sewer service charges with the San Diego County Auditor.

Section 7: 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 21st day of June, 2022.

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: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City, California confirming the assessment and ordering the levy for the Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2022/23. \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Public Hearing and adoption of a Resolution of the City Council of the City of National City, California confirming the assessment and ordering the levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2022/23.

PREPARED BY: Martin Reeder, Planning Manager
PHONE: 619-336-4313 *MR*

DEPARTMENT: Community Development
APPROVED BY: *Armando Vergara*

Armando Vergara
Director of Comm. Dev.

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District, including landscaping, signage, and lighting. Each year, the City Council considers the adoption of a resolution to allow the District to continue operating with funding through a special tax levy on properties within the District.

The resolution would confirm the assessment and order the levy on behalf of the District for Fiscal Year 2022/23 based on the Engineer's Report that identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. The Mile of Cars Association has approved the scope of work, the proposed assessment, and the District budget. There are no changes or additions to the maintained improvements for the coming fiscal year. The proposed total assessment of \$159,075.08 is an increase of approximately 2.3 percent above the prior year total assessment. The City's consultant and City administrative costs are paid from the District's assessment funds.

FINANCIAL STATEMENT:

APPROVED: *Molly Ben*

FINANCE

Adoption of this resolution results in a net impact of \$11,253 to the General Fund for Fiscal Year 2023. \$16,753 in expenditures for the City's general benefit contribution, partially offset by \$5,500 in revenue for the City's incidental expenses. The remaining \$156,912 is funded through the Mile of Cars Special Assessment District. Funding for these expenditures is included in the Fiscal Year 2023 Proposed Budget.

ACCOUNT NO.

Revenues		Expenditures	
195-00000-3307	\$156,912	195-443-055-099-0000	\$5,500
195-00000-3999	\$16,753	195-443-055-299-0000	\$168,165
001-00000-3999	\$5,500	001-409-000-099-0000	\$16,753

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION Not applicable.

STAFF RECOMMENDATION:

Conduct the public hearing and adopt the resolution confirming the assessment and ordering the levy..

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Engineer's Report
2. Resolution

CITY OF NATIONAL CITY

Fiscal Year 2022/23 Engineer's Report For:

Landscape Maintenance District No. 1 (Mile of Cars)

May 2022

Prepared by:



nbsgov.com

Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800-676-3546

CITY OF NATIONAL CITY LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

**1243 National City Boulevard
National City, CA 91950
Phone - (619) 336-4241
Fax - (619) 336-4239**

CITY COUNCIL

Alejandra Sotelo-Solis, Mayor

Marcus Bush, Vice Mayor

Jose Rodriguez, Councilmember

Mona Rios, Councilmember

Ron Morrison, Councilmember

CITY STAFF

Brad Raulston, City Manager

Tony Winney, Assistant City Manager

Martin Reeder, Principal Planner

DISTRICT STAFF

Leslie Larranaga-Britt, Executive Director

NBS

April Sabado, Administrator

Amanda Welker, Project Manager

John Egan, Assessment Engineer

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1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of National City (the "City"), State of California, directed NBS to prepare and file a report presenting plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "District") for Fiscal Year 2022/23. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and;

WHEREAS, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The Fiscal Year 2022/23 assessment is not proposed to increase by more than the 10% annual increase approved at formation of the District over the Fiscal Year 2021/22 maximum assessment.

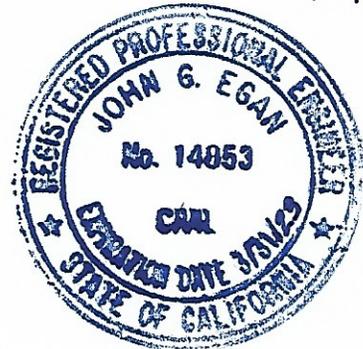
NOW THEREFORE, only special benefits are assessed and any general benefits have been separated from the special benefits for purposes of this report. The following assessment is made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

Summary of Assessment	Fiscal Year 2022/23 Amounts
Annual Budget	\$173,665.40
(Less) General Benefit Contribution by the City	(14,590.32)
Annual Assessment⁽¹⁾	\$159,075.08

⁽¹⁾ Amount shown is prior to truncating and rounding. Refer to Assessment Roll in Section 5.3 for final total figure.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the assessments herein have been prepared and computed in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation.


 John Egan, Assessment Engineer
 5/4/22



2. OVERVIEW

2.1 Introduction

The City formed the District in 1995 to provide maintenance services to benefit certain parcels in the City. The levies are made pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highway Code (the “Act”).

The City designated the Mile of Cars Association as the entity that maintains and administers the improvements and services funded by the District. The Engineer’s Report (the “Report”) describes the District and the annual assessment per parcel for Fiscal Year 2022/23, which is based on the historical and estimated costs to maintain the improvements and provide the services that benefit parcels within the District.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number by the San Diego County Assessor’s Office. The San Diego County Auditor-Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments at a noticed public hearing, and following review of the Report, the City Council may confirm the Report as submitted, and may order the levy and collection of assessments for Fiscal Year 2022/23. If approved, the assessment information shall be submitted to the County Auditor-Controller, and included on the property tax roll for each benefiting parcel for Fiscal Year 2022/23.

2.2 Description of the District Boundaries

The District’s improvements are generally located along National City Boulevard and bounded by 18th Street to the north and 33rd Street and State Route 54 (SR 54) to the south.

2.3 Description of Improvements

A general description of the improvements to be maintained under these proceedings is described as follows, but, shall not be limited to:

1. Median Improvements
 - Landscape planting and irrigation
 - Colored concrete hardscape
 - Lighting system
 - Graphic panels, banners and signage
 - Painted crosswalks
 - Identification sign at 23rd Street and McKinley Avenue

2. Frontage Improvements

- Improvements to parkways on both sides of National City Boulevard between 18th Street and 33rd Street
- Landscape planting and irrigation
- Colored concrete sidewalks and mow curbs
- Street furniture

2.4 Description of Maintenance

The maintenance of the improvements shall include the furnishing of services and materials for the ordinary and usual maintenance and servicing of the improvements, including but shall not be limited to:

1. General Plant Maintenance

- Mowing, trimming, pruning and weeding
- Watering, including water usage
- Fertilizing
- Plant replacement
- Periodic skinning of palm trees

2. Maintenance of Irrigation System

- Adjustment of timers
- Repair/replacement of worn-out, stolen or malfunctioning equipment

3. Periodic restriping of decorative crosswalks

4. Periodic repainting of metal benches and trash receptacles

5. Periodic repainting and repair of light poles, graphic panels, signage and other miscellaneous equipment

6. Maintenance of electrical system

- Bulb replacement
- Repair/replacement of worn out or malfunctioning equipment
- Electrical energy charges

7. Litter removal

8. Trash pick-up

9. Other repairs of damage caused by vandalism and/or traffic accidents

3. ESTIMATE OF COSTS

3.1 District Budget

The cost of servicing, maintaining, repairing and replacing the improvements as described in the Description of Maintenance are summarized in the table below. Estimated expenditures are shown along with the incidental expenses to be funded by the District.

The following table summarizes the components that make up the Fiscal Year 2022/23 estimate of costs for the District:

Description	Median Improvements	Frontage Improvements	Total
Maintenance Costs			
1. Lawn planting care	\$0.00	\$42,678.29	\$42,678.29
2. Median planting care	21,863.06	0	\$21,863.06
3. Palm tree maintenance	7,500.00	7,500.00	\$15,000.00
4. Water usage	13,836.67	13,836.67	\$27,673.34
5. Refurbishment of graphic panels	20,000.00	0	\$20,000.00
6. General maintenance of electrical system/lights	3,046.11	0	\$3,046.11
7. Electrical usage	19,000.00	0	\$19,000.00
8. Refurbishment of decorative crosswalks	\$250.00	\$250.00	\$500.00
9. Reserves	\$250.00	\$250.00	\$500.00
Total Cost of Annual Maintenance:	\$85,745.84	\$64,514.96	\$150,260.80
Incidental Expenses			
A. Administration	\$3,750.00	\$3,750.00	\$7,500.00
B. Other contractual obligations ⁽¹⁾	4,950.00	4,950.00	9,900.00
C. Engineering	0	0	0
D. City expenses	2,750.00	2,750.00	5,500.00
E. Consultant fees	250	250	500.00
F. County collection fees	2.3	2.3	4.6
Total Incidentals:	\$11,702.30	\$11,702.30	\$23,404.60
Total Estimated Annual Cost:	\$97,448.14	\$76,217.26	\$173,665.40
(Less) General Benefit Contribution⁽²⁾:	(\$8,325.92)	(\$6,264.40)	(\$14,590.32)
TOTAL ANNUAL ASSESSMENT⁽³⁾:	\$89,122.22	\$69,952.86	\$159,075.08

⁽¹⁾ Includes legal, accounting and advertising.

⁽²⁾ General benefit contribution will be funded from other sources and is not being paid from annual assessments.

⁽³⁾ Amounts shown are prior to truncating and rounding. Refer to Assessment Roll in Section 5.3 for final total figure.

3.2 Reserves

The City may establish and collect reserve funds for the District in order to pay for the maintenance and servicing of the improvements prior to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later.

The fund may be allowed to accumulate in anticipation of any unforeseen expenses not included in the yearly maintenance costs.

The following table details the current and projected reserve balances:

Reserve Balance 12/31/2021	Reserve Collection/Reduction for FY 2022/23 ⁽¹⁾	Reserve Balance Projection 6/30/2022
\$123,606.00	(\$36,295.00)	\$87,311.00

(1) Includes expenses and reductions between the dates 12/31/2021 and 4/6/2022.

4. ASSESSMENT DIAGRAM

The Assessment Diagram sets forth (a) the exterior boundaries of the District and (b) the lines of each lot or parcel of land within the District. The Assessment Diagram further identifies each lot or parcel by a distinctive number or letter. For a detailed description of the lines and dimensions of any lot or parcel, reference is made to the County Assessor's Map applicable for the next fiscal year, which map shall govern for all details concerning the lines and dimensions of such lots or parcels. The following pages provide a copy of the Amended Assessment Diagram for the District.

AMENDED ASSESSMENT DIAGRAM OF LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF NATIONAL CITY THIS _____ DAY OF _____, 1996.

CITY CLERK
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF NATIONAL CITY THIS _____ DAY OF _____, 1996.

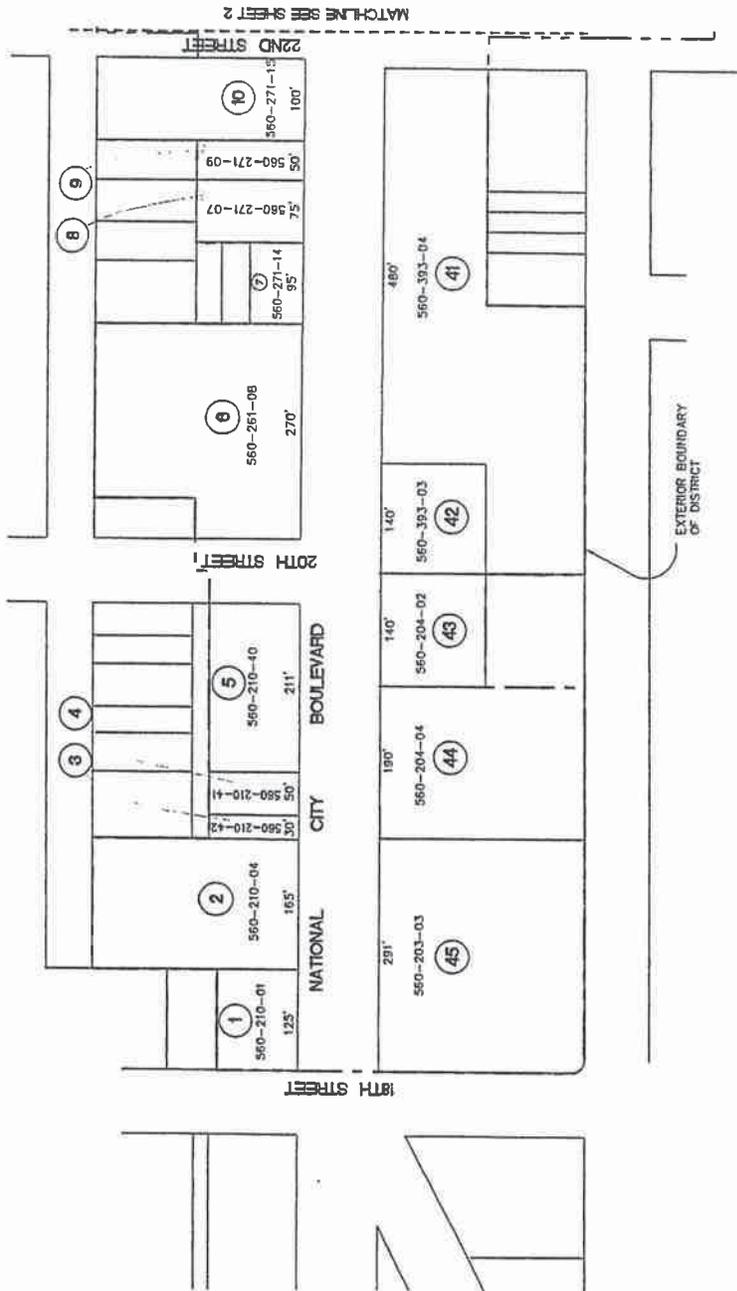
SUPERINTENDENT OF STREETS
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 1996; SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF NATIONAL CITY ON THE _____ DAY OF _____, 1996. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

CITY CLERK
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 1996, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



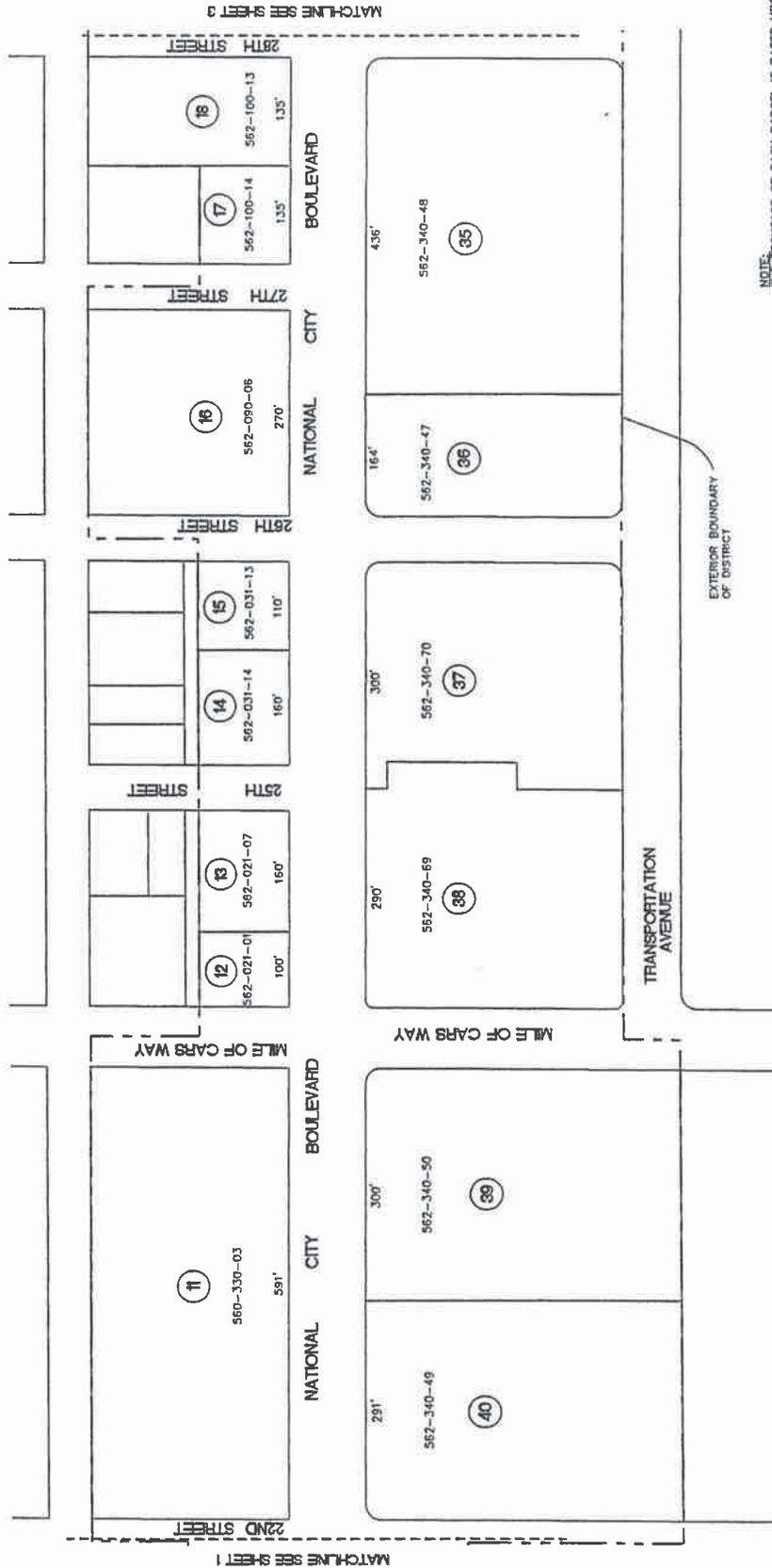
NOTE: THE FRONTAGE OF EACH PARCEL IS BASED UPON CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN FOR INFORMATION ONLY. REFER TO ASSESSOR'S PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.

REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04



NASLAND ENGINEERING
CIVIL, ENVIRONMENTAL, SURVEYING & LAND PLANNING
4710 Redford Street, San Diego, California, 92111 • 619-282-7770

AMENDED ASSESSMENT DIAGRAM OF
 LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)
 CITY OF NATIONAL CITY
 COUNTY OF SAN DIEGO
 STATE OF CALIFORNIA



NOTE: THE FRONTAGE OF EACH PARCEL IS BASED UPON CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN HEREON TO THE NEAREST FOOT. NEAREST TO ASSESSOR'S PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.

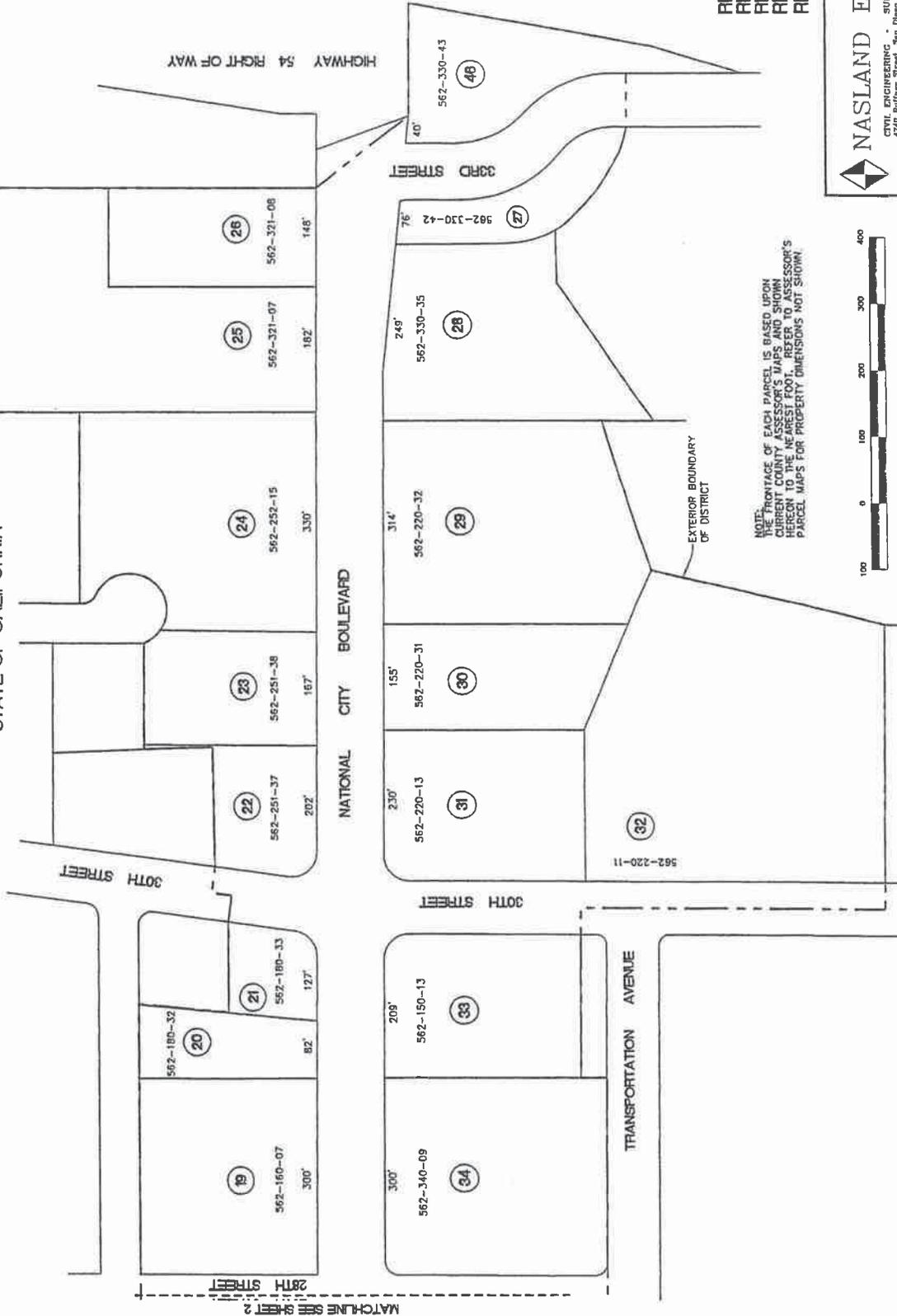
REVISED 8-1-96
 REVISED 6-11-97
 REVISED 6-19-02
 REVISED 6-09-03
 REVISED 5-26-04



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AMENDED ASSESSMENT DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04

NOTE:
THE FRONTAGE OF EACH PARCEL IS BASED UPON
CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN
HEREON. THE FRONTAGE OF EACH PARCEL AS SHOWN
ON PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.



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NOTE: ORIGINAL SHEET
SIZE 18" x 26"

N.E. JOB No. 105-148

5. ASSESSMENTS

The actual assessments for Fiscal Year 2022/23, apportioned to each parcel as shown on the latest equalized roll at the County Assessor’s office, are listed and submitted at the end of this section. The description of each lot or parcel is part of the records of the County Assessor of the County of San Diego and such records are, by reference, made part of this Report.

5.1 Method of Apportionment

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the Act, must be based on the benefit that the properties receive from the improvements to be maintained. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The responsibility rests with the Assessment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation.

The figures in Section 5.1 are derived from a Special v. General Benefit Analysis performed in Fiscal Year 2013/14.

5.1.1 IDENTIFY THE BENEFIT

First, it is necessary to identify the benefit that the improvements to be maintained will render to the properties within the boundaries of the District. The improvements significantly improve the visual appearance of the streetscape, making the Mile of Cars a more enjoyable and desirable location for customers. The special signage and lighting provide a unifying theme, benefiting all of the properties within the District.

The District’s improvements and services provide benefits to both those properties within the District boundaries and to the community. The benefit conferred to property within the District will be referred to as an “aesthetic benefit.” The aesthetic benefit provided by the district improvements and services are supported by the City’s General Plan (the “Plan”) and the Citywide Goals and Policies regarding Land Use and Community Character for its districts. The Plan states a desire to, “have the community character integrated and to ensure that physical forms, patterns, and aesthetic features advance the City’s desire for a higher quality of life.” The aesthetic benefits provided by the improvements and services support the following City policies outlined in the Plan:

- Policy LU-5.3: Recognize the diverse needs of the City’s business districts through the development of policies, design guidelines, and implementation measures specific to the unique requirements of each district.
- Policy LU-5.4: Allow for adaptive reuse of vacant car dealerships and the establishment of new compatible uses along the Mile of Cars.
- Policy LU-5.9: Encourage members of the business community to participate in implementing actions to improve business districts.
- Policy LU-5.10: Assist the business community in evaluating the City’s marketing and development potential and in identifying development strategies that are beneficial to the public and private sectors.

- Policy LU-9.1: Design developments along mixed-use and “community corridors” for the comfort and enjoyment of pedestrians and bicyclists. This includes features such as street trees, placing buildings close to the street, de-emphasizing parking lots and garages, limited driveway cuts, traffic-calming features, clearly defined street crossings, adequate lighting, and street furnishings where appropriate.
- Policy LU-9.4: Encourage an overall high-quality streetscape design, where feasible, that promotes narrow roadways, bike lanes; on-street parking, minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths, landscaped medians and parkways; street trees, planters, and wells; street lighting; street furniture; way finding; enhanced paving; public art; and other features that contribute to the desired character for the City, where appropriate.
- Policy LU-11.2: Identify gateways at major entrances to the City using such features as buildings, street trees, welcome signs, decorative lighting, archways, and other design techniques to announce the gateway.
- Policy LU-11.4: Recognize, maintain, and enhance the character and identity of residential neighborhoods and business districts.
- Policy LU-11.7: Encourage residential and businesses to clean and maintain their properties and public spaces to further a sense of ownership and community pride.
- Policy LU-11.8: Require the sensitive placement, screening, and/or treatment of utility meters, boxes, valves, vaults, switches, plumbing, wiring, fences, etc. to eliminate or minimize the aesthetic impact to the neighborhood.
- Policy LU-11.9: Encourage the improvement of existing signage to help promote a more attractive street scene in business districts.

The Plan states these policies are important because a positive community image and quality community design instills a sense of pride and well-being in the community. The aesthetic benefit attained as a result of the services and improvements provided by the District is detailed below.

5.1.2 AESTHETIC BENEFIT

The aesthetic benefit relates to an improvement in the District’s visual appearance as a result of the District improvements and services. The beautification of property within the District can best be described as the ability for the property within the District to develop and operate at the property’s highest and best use. Properties within the District receive the following aesthetic benefits as a result of the District’s improvements and services:

- Uniform and up-to-date streetscape and median and frontage improvements create cohesion throughout the District from 18th Street to SR 54. This District cohesion enhances the experience for all stakeholders.
- The improvements and services enhance the community identity of the Mile of Cars area, which will lead to a stronger and healthier street corridor. The image of the Mile of Cars area is improved by maintaining the median and frontage improvements.
- The District revitalizes and beautifies the Mile of Cars area. This revitalization encourages new business development and existing business retention and expansion which overall reduces vacancies and increases lease rates for property, more specifically, the auto dealerships located within the District.

- The streetscape improvements encourage an increase in activity throughout the District. The Mile of Cars area becomes more pedestrian-friendly, thus improving activity for residents and businesses alike.
- Upgraded median and frontage amenities provided by the District enhance the appearance, desirability, and experience of the properties directly fronting the improvements provided throughout the District.

The streetscape improvements add aesthetic value to property adjacent to the improvements, but the improvements also make the property appear more stable and prosperous. The aesthetic benefit received by properties within the District assists each property in developing and operating at its highest and best use.

5.1.3 SEPARATION OF GENERAL BENEFIT

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must then “separate the general benefits from the special benefits conferred,” and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the improvements and services to be provided. The District improvements and maintenance services, which are more fully presented in Section 2 of this Report, will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

The District provides aesthetic benefits to the properties within the District. However, it is recognized that the District also provides a level of benefit to some property and businesses within close proximity to the District, as well as visitors and individuals passing through the District. Vehicular and pedestrian traffic from property within and outside of the District, as well as individuals passing through the Mile of Cars area, will be able to enjoy the improvements and maintenance services. Therefore, it is necessary to quantify the general benefits created as a result of the District improvements and services. A Special v. General Benefit Analysis was performed in Fiscal Year 2013/14 to quantify said general benefits.

5.1.4 QUANTIFICATION OF GENERAL BENEFIT

As previously mentioned, general benefit is an overall and similar benefit to the public at large resulting from the improvements and services which are funded by the assessment revenue. The District improvements and maintenance services will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

General benefits accrue to individuals “walking through” the District and to vehicles “passing through” the District. Individuals walking through the District are typically people who live in close proximity and whose origin or destination neither begins with nor ends at a parcel within the District. Any walking that begins with or ends at a parcel within the District are considered part of the special benefit for those parcels within the boundaries of the District.

Vehicles passing through the District are those vehicles whose origin or destination neither begins with nor ends at a parcel within the District. Any vehicle trips that begin with or end at a parcel within the District

are considered part of the special benefit for those parcels within the boundaries of the District. For the purposes of this analysis, it was determined that the general benefit quantification should be focused on vehicle trips passing through the District because National City Boulevard is a major thoroughfare which connects and provides access to SR 54.

To quantify and separate the amount of general benefit received by the general population as a result of the improvements and services provided by the assessment revenue, it has been determined that general benefits accrue mainly to vehicles “passing through” the District. Meaning, any vehicle using the City’s streets that lie within the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the “general public” benefitting from the proposed improvements and services. Accordingly, the separation of general benefits from special benefits will be measured by that estimated portion of vehicle trips “passing through” the District.

In order to determine the estimated portion of the vehicle trips “passing through” the District, trip generation data was collected for each parcel within the boundaries of the District using San Diego County assigned land use codes and property characteristics. Each land use code was categorized and located in the ITE Trip Generation Manuals – 2nd Edition. Using the property characteristics and data gathered from the ITE Trip Generation Manuals, the estimated amount of Average Daily Trips (ADT) was calculated for each parcel within the boundaries of the District. The ADT were then added together for each parcel within the boundaries of the District to arrive at a total amount of vehicle trips generated by the District, which equaled 13,385 ADT.

The total average vehicle trips were then compared to the average vehicle trip generation data detailed in the City of National City Comprehensive Land Use Update (Transportation and Circulation) for the streets running through the District, which equaled 14,825 ADT. The comparison concluded that 90.29% of all vehicle trips passing through the District were coming or going to a parcel within the boundaries of the District, hence 90.29% of all vehicle trips passing through the District are designated as benefiting from the special benefits provided by the District. As a result, 9.71% of all vehicle trips passing through the District are general in nature and hence, do not receive any special benefit from the District.

Pursuant to the Special v. General Benefit Analysis performed in Fiscal Year 2013/14, 9.71% of the benefits of the services are considered general benefit. Accordingly, 90.29% of the benefit from the improvements and services are considered to provide special benefit to the properties within the District and thus are subject to the assessment.

5.1.5 APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, an in-depth analysis was performed and several factors are being used in the final method and spread of assessment.

All of the improvements are intended to be of direct benefit to properties within the District. These improvements require significantly more maintenance than normally provided by the City. It is therefore appropriate that the properties receiving the benefit be assessed for the additional cost.

Lineal frontage was assigned as the assessment variable by the original assessment engineer because all of the special aesthetic benefits received by properties within the District from the improvements and services provided, using revenues from the annual assessment levy, can be quantified best by identifying

the lineal frontage of the property along National City Boulevard. Lineal frontage is a tangible property characteristic that clearly ties the aesthetic benefits received by parcels within the District to the amount of frontage of each property, which is where the aesthetic benefit is to be received and realized.

The improvements and maintenance services being provided to and enjoyed by the parcels within the District provide an aesthetic benefit not provided to any parcels outside of the District boundaries. The annual assessment is based upon a parcel's lineal frontage unless otherwise identified by the original assessment engineer, as previously approved by property owners at the formation of the District.

There are generally two categories of improvements to be maintained by the District – the median improvements and the frontage improvements. The median improvements benefit all properties within the District. The improvements to the parkway (referred to herein as Frontage Improvements) benefit those properties which they abut. The specific method of spreading the assessment is described below:

5.1.6 MEDIAN IMPROVEMENTS

1. The total cost for maintenance of the Median Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
2. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard, but receives some benefit from median improvements and maintenance services benefiting properties within the boundaries of the District. As a result, the original assessment engineer determined that the parcel received a lower level of benefit and therefore assigned 100 frontage feet of benefit to the parcel.

5.1.7 FRONTAGE IMPROVEMENTS

1. The total cost for maintenance of the Frontage Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
2. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard. As such, Parcel 32 receives no benefit from the frontage improvements.
3. The frontage of each parcel is determined from current Assessor's maps for the County of San Diego, State of California. All frontage dimensions have been rounded to the nearest foot.

5.2 Maximum Annual Assessment Rates

The maximum annual assessment to be levied on all properties within the District in any fiscal year shall be subject to an annual escalation of up to 10% based upon actual and anticipated expenditures.

The following table shows the historical maximum annual assessment rates.

Fiscal Year	Percentage Increase	Maximum Frontage Rate Per Frontage Foot	Maximum Median Rate Per Frontage Foot	Total Maximum Rate Per Frontage Foot ⁽¹⁾	Total Actual Rate Per Frontage Foot ⁽¹⁾	Actual Percentage Increase
1996/97	N/A	\$3.29	\$6.43	\$9.72	\$9.72	N/A
1997/98	10%	3.62	7.07	10.69	10.69	9.98%
1998/99	10%	3.98	7.78	11.76	11.09	3.74%
1999/00	10%	4.38	8.56	12.94	11.07	-0.18%
2000/01	10%	4.82	9.41	14.23	11.51	3.97%
2001/02	10%	5.30	10.35	15.66	10.52	-8.60%
2002/03	10%	5.83	11.39	17.22	11.03	4.85%
2003/04	10%	6.41	12.53	18.95	11.25	1.99%
2004/05	10%	7.05	13.78	20.84	11.56	2.76%
2005/06	10%	7.76	15.16	22.93	11.68	1.04%
2006/07	10%	8.54	16.68	25.22	12.37	5.91%
2007/08	10%	9.39	18.35	27.74	13.72	10.91%
2008/09	10%	10.33	20.18	30.52	14.79	7.80%
2009/10	10%	11.36	22.20	33.57	16.19	9.47%
2010/11	10%	12.50	24.42	36.93	16.87	4.20%
2011/12	10%	13.75	26.86	40.62	15.75	-6.64%
2012/13	10%	15.12	29.55	44.68	15.80	0.32%
2013/14	10%	16.64	32.51	49.15	15.49	-1.96%
2014/15	10%	18.30	35.76	54.07	15.15	-2.19%
2015/16	10%	20.13	39.33	59.46	15.11	-0.26%
2016/17	10%	22.15	43.27	65.42	15.86	4.96%
2017/18	10%	24.36	47.60	71.96	15.69	-1.07%
2018/19	10%	26.80	52.36	79.16	16.38	4.40%
2019/20	10%	29.48	57.59	87.07	16.76	2.32%
2020/21	10%	32.43	63.35	95.78	17.23	2.80%
2021/22	10%	35.67	69.69	105.36	17.23	0.00%
2022/23	10%	39.24	76.66	115.90	17.63	2.32%

⁽¹⁾ Rates are truncated.

The annual assessment shall not exceed the maximum assessment, unless the appropriate Proposition 218 proceedings are conducted by the City to authorize an increase beyond the maximum assessment amount. The actual combined annual assessment rate for Fiscal Year 2022/23 is \$17.63, which reflects an increase of 2.32% from Fiscal Year 2021/22.

5.3 Assessment Roll

The proposed Fiscal Year 2022/23 District assessment roll is listed on the following page.

City of National City
Landscape Maintenance District No 1 (Mile of Cars)
Final Billing Detail Report for Fiscal Year 2022/23

APN	Street Address	Frontage	Levy Total
560-203-03-00	1800 NATIONAL CITY BLVD	291	\$5,131.58
560-204-02-00	1940 NATIONAL CITY BLVD	140	2,468.80
560-204-04-00	1900 NATIONAL CITY BLVD	190	3,350.52
560-210-01-00	1807 NATIONAL CITY BLVD	125	2,204.28
560-210-04-00	1889 NATIONAL CITY BLVD	165	2,909.66
560-210-40-00	1935 NATIONAL CITY BLVD	211	3,720.84
560-210-41-00	1907 NATIONAL CITY BLVD	50	881.70
560-210-42-00	NATIONAL CITY BLVD	30	529.02
560-261-08-00	2005 NATIONAL AVE	270	4,761.26
560-271-07-00	2115 NATIONAL CITY BLVD	75	1,322.56
560-271-09-00	2133 NATIONAL CITY BLVD	50	881.70
560-271-14-00	NATIONAL CITY BLVD	95	1,675.26
560-271-15-00	2135 NATIONAL CITY BLVD	100	1,763.42
560-330-03-00	2301 NATIONAL CITY BLVD	591	10,421.88
560-393-03-00	2020 NATIONAL CITY BLVD	140	2,468.80
560-393-04-00	2050 NATIONAL CITY BLVD	480	8,464.48
562-021-01-00	2401 NATIONAL CITY BLVD	100	1,763.42
562-021-07-00	2421-41 NATIONAL CITY BLVD	160	2,821.48
562-031-13-00	2533 NATIONAL CITY BLVD	110	1,939.76
562-031-14-00	2501 NATIONAL CITY BLVD	160	2,821.48
562-090-06-00	2601 NATIONAL CITY BLVD	270	4,761.26
562-100-13-00	2729 NATIONAL CITY BLVD	135	2,380.62
562-100-14-00	2701 NATIONAL CITY BLVD	135	2,380.62
562-150-13-00	2940 NATIONAL CITY BLVD	209	3,685.56
562-160-07-00	2829 NATIONAL CITY BLVD	300	5,290.30
562-180-32-00	NATIONAL CITY BLVD	82	1,446.00
562-180-33-00	NATIONAL CITY BLVD	127	2,239.56
562-220-11-00	100-36 W 30TH ST	100	983.14
562-220-13-00	3000 NATIONAL CITY BLVD	230	4,055.90
562-220-31-00	NATIONAL CITY BLVD	155	2,733.32
562-220-32-00	3150 NATIONAL CITY BLVD	314	5,537.18
562-251-37-00	3001 NATIONAL CITY BLVD	202	3,562.12
562-251-38-00	3003 NATIONAL CITY BLVD	167	2,944.92
562-252-16-00	3131 NATIONAL CITY BLVD	330	5,819.32
562-321-07-00	NATIONAL CITY BLVD	182	3,209.44
562-321-08-00	NATIONAL CITY BLVD	148	2,609.88
562-330-43-00	132 W 33RD ST	40	705.36
562-330-47-00	3200 NATIONAL CITY BLVD	192	3,385.78
562-330-48-00	NATIONAL CITY BLVD	133	2,345.36
562-340-09-00	2800 NATIONAL CITY BLVD	300	5,290.30
562-340-47-00	2626 NATIONAL CITY BLVD	164	2,892.02
562-340-48-00	2700 NATIONAL CITY BLVD	436	7,688.56

Slight variances may occur due to rounding

City of National City
Landscape Maintenance District No 1 (Mile of Cars)
Final Billing Detail Report for Fiscal Year 2022/23

APN	Street Address	Frontage	Levy Total
562-340-49-00	2202 NATIONAL CITY BLVD	291	5,131.58
562-340-50-00	2340 NATIONAL CITY BLVD	300	5,290.30
562-340-69-00	2400 NATIONAL CITY BLVD	290	5,113.96
562-340-70-00	2590 NATIONAL CITY BLVD	300	5,290.30
46 Accounts		9065	\$159,074.56
46 Total Accounts		9065	\$159,074.56

RESOLUTION NO. 2022 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY FOR THE LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) FOR FISCAL YEAR 2022/23

WHEREAS, City Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "Assessment District"); and

WHEREAS, on June 7, 2022, City Council adopted Resolution No. 2022-92 declaring its intention to hold a Public Hearing concerning the levy and collection of assessments within the Assessment District; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the Resolution of Intention, the City conducted such hearing and considered all objections to the assessment.

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

Section 1: Confirmation of Assessment and Diagram: City Council hereby confirms the assessment and the diagram as is described in full detail in the Annual Report on file with the City Clerk.

Section 2: Levy of Assessment: Pursuant to Section 22631 of the Act, the adoption of this Resolution shall constitute the levy of an assessment for the fiscal year commencing July 1, 2022 and ending June 30, 2023.

Section 3: Ordering of the Levy: City Council hereby orders NBS to prepare and submit the levy of assessments to San Diego County for placement on the Fiscal Year 2022/23 secured property tax roll.

Section 4: That 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 21st day of June 2022,

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing various fiscal year 2022 3rd Quarter budget adjustments. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing various fiscal year 2022 3rd Quarter budget adjustments.

PREPARED BY: Paul Valadez, Budget Manager

PHONE: 619-336-4332

DEPARTMENT: Finance

APPROVED BY: _____



EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: _____

FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept the staff report and adopt the resolution authorizing fiscal year 2022 3rd Quarter budget adjustments.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Staff report
2. Resolution
3. Exhibit "A" – Recommended 3rd Budget Adjustments, Fiscal Year 2022



City Council Staff Report

June 21, 2022

ITEM

Resolution of the City Council of the City of National City authorizing various fiscal year 2022 third quarter budget adjustments

BACKGROUND

This report provides a look at the status of the City's General Fund Budget through March 31, 2022. A mid-year status report was provided on March 15, 2022. In addition, the report recommends various budget adjustments.

DISCUSSION

Summary

The adopted fiscal year 2022 General Fund budget authorized a use of \$3.8 million of unassigned fund balance in order to continue to provide necessary services to the residents of the City of National City. Based on an analysis of year-to-date actual revenues and expenditures and projected financial activity through year-end, we anticipate a gain in unassigned fund balance of \$3.4 million. Unassigned fund balance is able to grow beyond the projected \$0.1 million fiscal year 2022 surplus due to continuing capital projects and prior year expenditure commitments totaling \$3.3 million coming from assigned fund balance. The following sections of this report will discuss the significant factors leading to this anticipated significant improvement.

Revenues

For fiscal year 2022, General Fund revenues are expected to be greater overall than amounts budgeted by \$6.0 million. The projected variances by revenue category are shown in Table A below.

Table A
General Fund Revenues Fiscal Year 2022

<u>Revenue Category</u>	<u>Adopted Budget</u>	<u>Adjusted Budget</u>	<u>Projected Actuals</u>	<u>Variance</u>
Sales & Use Tax	\$20,397,106	\$20,397,106	\$23,377,000	\$2,979,894
District Transactions & Use Tax	12,654,000	12,654,000	15,154,000	2,500,000
Property Tax	2,372,998	2,372,998	2,406,012	33,013
Property Tax in Lieu of VLF	7,741,006	7,741,006	7,895,180	154,174
Other Revenues	13,588,107	16,669,113	17,014,555	345,442
Transfers In	5,500	2,065,500	2,065,500	-
Total	\$56,758,717	\$61,899,723	\$67,912,247	\$6,012,524

Note: The Adjusted Budget equals the Adopted Budget plus any year to date amendments to the budget, as well as adjustments to match appropriations carried over for revenue offset capital projects.

The General Fund’s primary sources of revenue are the sales & use tax, the district transactions & use tax, property tax in lieu of vehicle license fees, and property taxes. Projections are based on a combination of year-to-date and historical data, input from the City’s sales tax consultant, and information obtained from the State of California and County of San Diego:

- Sales & Use Tax and District Transactions & Use Tax: The adopted budget for these two major funding sources anticipated less robust retail sales due to the COVID-19 pandemic than has turned out to be the case. Retail sales activity has resulted in Sales & Use Tax revenues trending above actual amounts for the same period as last fiscal year, which had also beat expectations. Based on projections provided in May by the City’s sales tax consultant, these revenues are expected to exceed the Fiscal Year 2021-22 budget by about \$3.0 million. The District Transactions & Use Tax is currently expected to finish the year at \$2.5 million above the budgeted level. Staff is working on a continuing basis with the City’s sales tax consultant to ensure that we are working with the latest information for each of these funding sources as we continue to operate within the uncertainties created by the pandemic and now in an inflationary environment not seen in decades.
- Property Tax revenue is expected to be above budget by approximately \$33,000, not a significant difference.
- Property Tax in Lieu of Vehicle License Fees (VLF) is based on a formula that applies the City-wide increase in assessed property values to the prior year’s allocation. The increase in assessed values was not known at the time the budget was prepared, but the actual amount will be \$154,000 greater than budgeted.

Revenues in the “Other Revenues” category are expected to end the year above budget by \$0.3 million, which is attributable to a combination of projected positive and negative variances in the various individual accounts. Accounts expected to significantly exceed budgeted amounts include pass-through and residual balance payments from the Successor Agency, the transient lodging tax, rental payments for City owned land, earnings on investments, plan check fees, and

cannabis business fees. Accounts expected to be significantly below budget include swimming pool revenue and building permit fees.

Expenditures

Expenditure totals at year-end are currently projected to be below budget by \$1.4 million. The variances by expenditure category are shown in Table B below.

**Table B
 General Fund Expenditures Fiscal Year 2022**

<u>Expenditure Category</u>	<u>Adopted Budget</u>	<u>Adjusted Budget</u>	<u>Projected Actuals</u>	<u>Variance</u>
Personnel	\$41,045,469	\$42,771,762	\$41,809,000	(\$962,762)
Maintenance & Operations	6,863,263	7,959,680	7,240,430	(719,250)
Capital Outlay	175,430	167,450	167,450	-
Capital Improvement Program	2,750,000	7,745,493	7,745,493	-
Internal Service Charges & Reserves	7,726,142	7,646,142	7,646,142	-
Transfers Out	1,993,910	2,879,739	3,194,303	314,564
Total	\$60,554,214	\$69,170,267	\$67,802,818	(\$1,367,449)

Note: The Adjusted Budget equals the Adopted Budget plus any year to date amendments to the budget, as well as appropriations carried over from the prior year for contracts and capital projects.

Personnel costs make up about 68% of the General Fund’s adopted budget. At fiscal-year-end they are projected to be under budget overall by \$1.0 million. While vacant authorized positions are contributing to anticipated savings of \$3.0 million, costs related to overtime requirements, primarily in the Police and Fire departments, are expected to exceed budgeted amounts by \$1.8 million. In addition, the costs for differential pay and allowances and stipends are expected to be greater than budget by a combined \$0.2 million. Overtime reimbursements for fire and police services will exceed the budgeted amount by approximately \$0.1 million, offsetting a portion of these costs.

Maintenance & Operations expenditures are projected to be \$0.7 million below budget due to a combination of anticipated savings in various accounts partially offset by unanticipated expenses in others.

All appropriations for Capital Outlay and Capital Improvements are being projected as being entirely spent, because none of the current projects are expected to yield any savings from the amounts budgeted. It is likely, however, that some portion of the current year’s appropriations will be unspent at year-end and will be carried over to next fiscal year. For Internal Service Charges, all amounts budgeted are projected to be spent, although at year-end actual expenditures of the service provider funds will be reviewed for savings and charges will be adjusted accordingly. Regarding Transfers-Out, the projection shows the need for an additional \$0.3 million. The additional amount is needed to provide sufficient amounts of money in Fund

212 to pay for retiree health benefits and to transfer money from the General Fund to the Trash Rate Stabilization Fund to correct some misclassified revenue postings in fiscal years 2019 through 2021. The details are shown in the schedule of budget adjustments attached to this report.

Net Impact on Unassigned Fund Balance

Table C below combines the revenue and expenditure projections discussed above. As noted in the summary at the beginning of this report, the adopted budget anticipated the use of \$3.8 million of unassigned fund balance. The positive revenue variance of \$6.0 million together with the projected expenditure savings of \$1.4 million results in a \$7.4 million improvement from the adjusted budget’s use of unassigned fund balance. As shown in the “Projected Actual” column, there is now an anticipated gain in unassigned fund balance \$3.4 million. The actual change in the amount of unassigned fund balance as of June 30, 2022 will not be known until the completion of the Fiscal Year 2021-22 Annual Comprehensive Financial Report (ACFR).

**Table C
 General Fund Impact on Fund Balance Fiscal Year 2022**

	FY 21-22 <u>Adopted</u>	FY 21-22 <u>Adjusted</u>	FY21-22 <u>Projected</u>	<u>Variance</u>
Total Revenues	\$56,758,717	\$61,899,723	\$67,912,247	\$6,012,524
Total Expenditures	\$60,554,214	\$69,170,267	\$67,802,818	(\$1,367,449)
(Use of)/Gain in Fund Balance	(\$ 3,795,497)	(\$7,270,544)	\$109,429	\$7,379,972
Fund Balance (Use)/Gain by Category				
Assigned		(\$3,348,727)	(\$3,348,727)	-
Unassigned	(\$3,795,497)	(\$3,921,817)	\$3,458,156	\$7,379,972
Total	(\$3,795,497)	(\$7,270,544)	\$109,429	\$7,379,972

Note: The use of Assigned Fund Balance is the sum of non-revenue offset appropriations that were carried over from unspent amounts from the prior fiscal year. Appropriations are carried over for contracts for work that was in progress in the prior year as well as for unspent appropriations for capital projects. The use of Unassigned Fund Balance is the focus of this report.

BUDGET ADJUSTMENTS

During the third quarter budget review process, the Finance Department, in conjunction with City department staff, identified budget adjustments necessary due to expenses unanticipated during the annual budgeting process. The attached schedule (“Exhibit ‘A’”) details the recommended adjustments. The recommendation section below provides a summary of those adjustments by fund.

RECOMMENDATIONS

1. Adopt a resolution authorizing the City Manager to approve budget adjustments up to the following amounts:
 - **General Fund**
 - Expenditures
 - \$456,614
 - Revenues
 - \$112,050
 - **Facilities Maintenance Fund**
 - Expenditures
 - \$100,000
 - **Library Fund**
 - Expenditures
 - \$70,000
 - **Trash Rate Stabilization Fund**
 - Revenues
 - \$263,564
 - **EMT Revolving Fund**
 - Expenditures
 - \$6,000
 - **Post-Employment Benefit Fund**
 - Expenditures
 - \$51,000
 - Revenues
 - \$51,000
2. Accept and file this staff report.

SUPPLEMENTAL APPROPRIATION REQUESTS -Summary
Fiscal Year 2022

Fund	Expenditure	Revenue	Net
General Fund			
Finance			
Increase in business license compliance work	\$ 95,250	\$ 95,250	\$ -
Increase in contract for audit services	\$ 23,000	\$ -	\$ 23,000
Transfer for increase in post-employment benefits	\$ 51,000	\$ -	\$ 51,000
Finance Total	\$ 169,250	\$ 95,250	\$ 74,000
Human Resources			
Pre-employment medical screening for increased number of recruitments	\$ 7,000	\$ -	\$ 7,000
Human Resources Total	\$ 7,000	\$ -	\$ 7,000
Public Works/Engineering			
Storm drain improvements	\$ 16,800	\$ 16,800	\$ -
Misallocation of revenue between General Fund and Trash Rate Stabilization Fund	\$ 263,564	\$ -	\$ 263,564
Public Works/Engineering Total	\$ 280,364	\$ 16,800	\$ 263,564
General Fund Total	\$ 456,614	\$ 112,050	\$ 344,564

Fund	Expenditure	Revenue	Net
Facilities Maintenance Fund			
Public Works/Engineering			
Water rate increases, additional parks & median facilities and outstanding invoices	\$ 100,000	\$ -	\$ 100,000
Facilities Maintenance Fund Total	\$ 100,000	\$ -	\$ 100,000

Fund	Expenditure	Revenue	Net
Library Fund			
Library		\$	\$ -
Fund balance appropriation for increased post-pandemic Library staffing	\$ 70,000	\$ -	\$ 70,000
Library Fund Total	\$ 70,000	\$ -	\$ 70,000

SUPPLEMENTAL APPROPRIATION REQUESTS -Summary
Fiscal Year 2022

Fund	Expenditure		Revenue		Net
Trash Rate Stabilization Fund					
Public Works/Engineering					
Misallocation of revenue between General Fund and Trash Rate Stabilization Fund	\$	-	\$	263,564	\$ (263,564)
Trash Rate Stabilization Fund Total	\$	-	\$	263,564	\$ (263,564)
EMT Revolving Fund					
Fire					
Fund balance appropriation for increased personnel services costs	\$	6,000	\$	-	\$ 6,000
EMT Revolving Fund Total	\$	6,000	\$	-	\$ 6,000
Post-employment Benefit Fund					
Finance					
Transfer for increase in post-employment benefits	\$	51,000	\$	51,000	\$ -
Post-employment Benefit Fund Total	\$	51,000	\$	51,000	\$ -

RESOLUTION NO. 2022 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING VARIOUS FISCAL YEAR 2022 THIRD QUARTER BUDGET ADJUSTMENTS

WHEREAS, on June 1, 2021, the City Council of the City of National City adopted Resolution No. 2020-121, adopting the budget for Fiscal Year 2022; and

WHEREAS, as part of the third quarter review process, the Finance Department reviewed the first nine months for actual revenues and expenditures, and projected the last three months of the fiscal year; and

WHEREAS, the third quarter budget review was presented to the City Council and members of the public on June 21, 2022; and

WHEREAS, the City Manager has requested approval of the Recommended Third Quarter Budget Adjustments (“Exhibit ‘A’”).

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

Section 1: Hereby approves the fiscal year 2022 Recommended third quarter Budget Adjustments (“Exhibit ‘A’”) and authorizes the City Manager to make the associated adjustments to the Fiscal Year 2022 Budget.

Section 2: That 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 21st day of June, 2022.

Alejandro Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM

Charles E. Bell Jr., City Attorney

SUPPLEMENTAL APPROPRIATION REQUESTS -Summary
Fiscal Year 2022

Fund	Expenditure	Revenue	Net
General Fund			
Finance			
Increase in business license compliance work	\$ 95,250	\$ 95,250	\$ -
Increase in contract for audit services	\$ 23,000	\$ -	\$ 23,000
Transfer for increase in post-employment benefits	\$ 51,000	\$ -	\$ 51,000
Finance Total	\$ 169,250	\$ 95,250	\$ 74,000
Human Resources			
Pre-employment medical screening for increased number of recruitments	\$ 7,000	\$ -	\$ 7,000
Human Resources Total	\$ 7,000	\$ -	\$ 7,000
Public Works/Engineering			
Storm drain improvements	\$ 16,800	\$ 16,800	\$ -
Misallocation of revenue between General Fund and Trash Rate Stabilization Fund	\$ 263,564	\$ -	\$ 263,564
Public Works/Engineering Total	\$ 280,364	\$ 16,800	\$ 263,564
General Fund Total	\$ 456,614	\$ 112,050	\$ 344,564

Fund	Expenditure	Revenue	Net
Facilities Maintenance Fund			
Public Works/Engineering			
Water rate increases, additional parks & median facilities and outstanding invoices	\$ 100,000	\$ -	\$ 100,000
Facilities Maintenance Fund Total	\$ 100,000	\$ -	\$ 100,000

Fund	Expenditure	Revenue	Net
Library Fund			
Library		\$	\$ -
Fund balance appropriation for increased post-pandemic Library staffing	\$ 70,000	\$ -	\$ 70,000
Library Fund Total	\$ 70,000	\$ -	\$ 70,000

SUPPLEMENTAL APPROPRIATION REQUESTS -Summary
Fiscal Year 2022

Fund	Expenditure		Revenue		Net
Trash Rate Stabilization Fund					
Public Works/Engineering					
Misallocation of revenue between General Fund and Trash Rate Stabilization Fund	\$	-	\$	263,564	\$ (263,564)
Trash Rate Stabilization Fund Total	\$	-	\$	263,564	\$ (263,564)

Fund	Expenditure		Revenue		Net
EMT Revolving Fund					
Fire					
Fund balance appropriation for increased personnel services costs	\$	6,000	\$	-	\$ 6,000
EMT Revolving Fund Total	\$	6,000	\$	-	\$ 6,000

Fund	Expenditure		Revenue		Net
Post-employment Benefit Fund					
Finance					
Transfer for increase in post-employment benefits	\$	51,000	\$	51,000	\$ -
Post-employment Benefit Fund Total	\$	51,000	\$	51,000	\$ -

The following page(s) contain the backup material for Agenda Item: [Resolution of the Community Development Commission-Housing Authority of the City of National City, California, authorizing the Executive Director to execute a Regulatory Agreement with Southern Highlands Apartments L.P., providing for a restriction of rents at 60% of Area Median Income for 55 years on a 151-unit rental housing project located at 2525 Highland Avenue in National City \(“Project”\) and approve a \\$10,000 grant to assist in the Project. \(Housing Authority\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: June 21, 2022

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City, California, authorizing the Executive Director to execute a Regulatory Agreement with Southern Highlands Apartments L.P., providing for a restriction of rents at 60% of Area Median Income for 55 years on a 151-unit rental housing project located at 2525 Highland Avenue in National City ("Project") and approve a \$10,000 grant to assist in the Project.

PREPARED BY: Angelita Palma, Housing Programs Manager

DEPARTMENT: Housing Authority

PHONE: (619) 336-4219

EXPLANATION:

APPROVED BY: 

Refer to Attachment No. 1 Explanation.

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Expenditure Account: 501-419-462-299-0000 Housing Authority Contract Services - \$10,000
The grant has already been budgeted by the Housing Authority.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Explanation
2. Regulatory Agreement
3. Resolution

City of National City, California
Community Development Commission-Housing Authority
June 21, 2022
Staff Report Explanation

Resolution of the Community Development Commission-Housing Authority of the City of National City, California, authorizing the Executive Director to execute a Regulatory Agreement with Southern Highlands Apartments L.P., providing for a restriction of rents at 60% of Area Median Income for 55 years on a 151-unit rental housing project located at 2525 Highland Avenue in National City (“Project”) and approve a \$10,000 grant to assist in the Project.

In 2020, Southern Highlands Apartments L.P. (“Owner”) applied to receive an allocation of tax-exempt multifamily bonds and an allocation of 4% Low Income Housing Tax Credits for the preservation of the Project as deed-restricted affordable housing for 55 years. The Owner was unsuccessful in securing tax credits as the State of California made the 4% tax-exempt bond program competitive and prioritizing affordable housing new construction over preservation.

Since then, the Owner has been working with the CDC-HA to identify strategies to preserve the Project as deed-restricted affordable housing. The Owner and CDC-HA have agreed to terms for an innovative and effective way to preserve this Project for affordable housing. The Owner has agreed to enter into a Regulatory Agreement with CDC-HA restricting the rents at the Property to 60% of Area Median Income (“AMI”) adjusted by household size and incomes of tenant households at or below 80% AMI. The term of the Regulatory Agreement is 55 years, during which the Project will pay an annual per-unit monitoring fee (currently \$215.00 per unit) to the CDC-HA.

The Project’s units were recently renovated, and the Owner has also committed to making additional capital improvements totaling \$750,000 to the Project’s common areas and systems to improve resident quality of life and ensure strong property maintenance. The CDC-HA will provide a grant of \$10,000 to assist with the operation and maintenance of the Project, which will complement the improvements made by the Owner.

Following the recordation of the Regulatory Agreement, the Owner intends to apply for the California Welfare Property Tax Exemption (Section 214(g)), exempting the Pro from ad-valorem property taxes. This property tax exemption is commonly used by deed-restricted, government-financed affordable housing to maintain affordability and reduce rents for the units occupied by low-income households.

CDC-HA engaged Keyser Marston Associates (“KMA”) to analyze the public benefits of the below-market rents versus the cost of foregone property tax revenue to the City of National City. KMA concluded that the rent savings significantly exceeded the lost property tax revenues to the City. As a result, staff recommends that the CDC-HA move forward with this proposal which will help preserve the affordability of 151 at-risk units and prevent any displacement of current residents.

Recording requested by:

Southern Highlands Apartments LP
c/o Lincoln Avenue Capital Asset Management Department
401 Wilshire Blvd., Suite 1070
Santa Monica, CA 90401
Attention: Asset Management

When recorded mail to:

Southern Highlands Apartments LP
c/o Lincoln Avenue Capital Asset Management Department
401 Wilshire Blvd., Suite 1070
Santa Monica, CA 90401
Attention: Asset Management

REGULATORY AGREEMENT

SOUTHERN HIGHLANDS APARTMENTS

**COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
OF THE CITY OF NATIONAL CITY**

AND

SOUTHERN HIGHLANDS APARTMENTS LP

REGULATORY AGREEMENT

This Regulatory Agreement (“*Agreement*”), is made this ____ day of _____, 2022, by and between the Community Development Commission-Housing Authority of the City of National (the “*CDC-HA*”), and Southern Highlands Apartments LP, a California limited partnership (the “*Owner*”), with reference to the following facts:

RECITALS

A. Owner owns that certain real property located at 2525 Highland Avenue, National City, California, 91950, as more particularly described in Exhibit A (the “*Land*”), and the improvements thereon consisting of a 151 unit rental housing project and commonly known as “Southern Highlands Apartments” (the “*Project*” and together with the Land, the “*Property*”). Owner intends to restrict no fewer than 151 units at rental prices affordable to certain income groups as specified herein.

B. This Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households who would otherwise be unable to afford such housing. Concurrently with the recordation of this Agreement against the Property, the CDC-HA is providing the Owner with a grant in the amount of \$10,000 to assist with the operation and maintenance of the Project.

C. In consideration of the Grant and to further the public interests of the CDC-HA in seeing the Property maintained as affordable housing, Owner has agreed to enter into and record this Agreement. The purpose of this Agreement is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Property for the benefit of project occupants and the residents of the City of National City. The covenants in this Agreement are intended to run with the Land and be binding on Owner and Owner’s successors to the Land for the full term of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are hereby incorporated into this Agreement by this reference, the mutual covenants and obligations contained in this Agreement, and in reliance on the representations and warranties set forth herein, Owner and the CDC-HA hereby agree as follows:

DEFINITIONS

1. DEFINED TERMS. The following terms and their derivatives have the meanings set forth in this Section wherever used in this Agreement or attached exhibits:

“*Assisted Unit*” means one of the 151 Units that is (a) reserved for occupancy by a tenant household with a certain maximum income, which maximum income restrictions are imposed as set forth in the Schedule attached as Exhibit B (the “Schedule”), and (b) rented at a maximum annual rent as set forth in the Schedule.

“*Owner*” has the meaning set forth in the preamble of this Agreement.

“*Project*” has the meaning set forth in the Recitals.

“*Property*” has the meaning set forth in the Recitals, and includes any buildings or improvements now or hereafter situated on such real properties, including, without limitation, the Project.

GRANT AND TERM

2. **GRANT.** Subject to the terms and conditions of this Agreement, the CDC-HA agrees to make a grant (“Grant”) to Owner in the amount of \$10,000 to assist with the operation and maintenance of the Project. The Grant funds shall be disbursed by the CDC-HA to Owner concurrently with recordation of this Agreement in the official records of San Diego County.

3. **REHABILITATION.** Owner shall complete not less than \$750,000.00 of rehabilitation work on the Project on or before two (2) years from the date of recordation of this Agreement in the official records of San Diego County, which rehabilitation shall include all of the work described on the Scope of Rehabilitation provided by the Owner to the CDC-HA.

4. **TERM OF AGREEMENT.** This Agreement shall be binding, effective and enforceable upon execution and shall remain in full force and effect for fifty-five (55) years after the date of recordation of this Agreement in the official records of San Diego County (the “*Term*”). The obligations in this Agreement shall remain effective and fully binding on the Property for the full Term regardless of any sale, assignment, transfer, or conveyance of the Property, unless terminated earlier in a recorded writing or extended by the mutual consent of the parties.

PROJECT OCCUPANCY AND RENTS

5. **USE RESTRICTIONS.** The use of the Property is restricted for the Term of this Agreement only to residential use, and such other related incidental uses, as may be approved by the CDC-HA.

6. **OCCUPANCY OF ASSISTED UNITS.** Owner shall limit for the full Term of this Agreement the rental of Assisted Units to tenant households according to the Schedule and occupancy requirements set forth in Exhibit B attached hereto.

7. **RENTS FOR ASSISTED UNITS.** Owner shall limit for the full Term of this Agreement rents for Assisted Units to those rents specified in the Schedule in Exhibit B and in conformance with the rent-setting requirements in Exhibit B.

8. **CONDOMINIUM CONVERSION.** Owner may not convert all or any portion of the Project to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Property during the Term of this Agreement.

9. **NONDISCRIMINATION.** Owner may not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any Assisted Units on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, age (except for lawful senior housing), marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC), immigration status or any other arbitrary basis. Owner shall not refuse to lease any Assisted Units to a certificate or voucher holder under the Section 8 Rental Certificate Program or the Section 8 Rental Voucher Program, or to the holder of a comparable document evidencing participation in a tenant-based rental assistance program, because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable tenant-based

assistance document; nor shall Owner apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective tenant households, or permit the application of management policies or lease provisions which have the effect of precluding occupancy of units by such prospective tenant households. Owner is prohibited from retaliating against, threatening, or harassing employees or tenants based on immigration status. Owner shall include a statement in all advertisements, notices and signs for the availability of Affordable Units for rent to the effect that Owner is an Equal Housing Opportunity Provider.

PROPERTY MANAGEMENT

10. MANAGEMENT RESPONSIBILITIES. Owner is responsible for all management functions with respect to the Assisted Units, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, and collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The CDC-HA shall have no responsibility with respect to management of the Assisted Units.

11. MAINTENANCE AND SECURITY. Owner, at its own expense, shall maintain the Property in good condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions for the benefit of Assisted Unit occupants in a manner which satisfies the Housing Quality Standards (HQS) promulgated by the Department of Housing and Urban Development (24 CFR §982.401). CDC-HA shall have the right to inspect the Assisted Units from time to time upon reasonable advance written notice of not less than 48 hours to Owner, in order to verify compliance with the foregoing maintenance covenant. Owner hereby consents to periodic inspection by CDC-HA's designated inspectors and/or designees during regular business hours, including the Code Enforcement Agents of the City of National City, to ensure compliance with all applicable zoning, building codes, regulations, and property standards. Owner may not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. Owner shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations.

In the event that Owner fails to maintain the Property in accordance with these standards and after at least fourteen (14) calendar days prior notice to Owner, the CDC-HA or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in the CDC-HA's reasonable discretion, at Owner's expense. Any amount advanced by the CDC-HA to make such repairs in its reasonable discretion shall be immediately due and payable by Owner to the CDC-HA.

12. VACANCIES. Owner shall use its best efforts to fill vacancies in Assisted Units as quickly as possible.

13. FEES, TAXES, AND OTHER LEVIES. Owner shall be responsible for payment of all fees, assessments, taxes, charges, liens and levies imposed by any public authority or utility company with respect to the Property, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings, and (b) Owner maintains reserves adequate to pay any contested liabilities.

14. INSURANCE COVERAGE. Owner shall maintain in full force and effect during the Term of this Agreement insurance coverage as required under Exhibit C.

15. PROPERTY DAMAGE OR DESTRUCTION. If the Assisted Units or access thereto is damaged or destroyed, subject to the rights of senior lenders if any, Owner shall, at its own cost and expense, repair or restore the Assisted Units. Such work shall be commenced within a reasonable time after the damage or loss occurs depending on the level of repair work required and shall be completed within a reasonable time thereafter, depending on the level of repair work required. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration or as otherwise required by lenders with a deed of trust secured by the Property.

MONITORING

16. MONITORING.

a. Certification; Annual Recertification. Annually, each year during the Term, Owner shall certify to the CDC-HA under penalty of perjury, utilizing such forms and providing such backup documentation as required by the CDC-HA. Failure to timely complete the annual certification process described in this Section shall constitute a material default under this Agreement. Upon any such material default, the CDC-HA may resort to all remedies set forth herein, as well as any and all other remedies available at law or in equity.

b. Monitoring. It is contemplated that, during the Term, the CDC-HA will perform the following monitoring functions: (i) reviewing the applications of prospective occupants of the Assisted Units, and determining eligibility of such persons in accordance with this Agreement; (iii) reviewing the documentation submitted by Owner in connection with the annual certification process for Eligible Tenants set forth above; and (iv) inspecting the Assisted Units to verify that they are being maintained in accordance with the requirements of this Agreement. Notwithstanding the foregoing description of the CDC-HA's functions, Owner shall have no claim or right of action against CDC-HA based on any alleged failure to perform such function, except that Owner may reasonably rely upon CDC-HA's tenant eligibility determination.

c. Monitoring Fees. Owner shall pay to CDC-HA an annual occupancy monitoring fee ("Annual Monitoring Fee") of \$215.00 per Assisted Unit. The Annual Monitoring Fee may be increased annually by the lesser of Consumer Price Index published by the U.S. Bureau of Labor Statistics for the San Diego County for the month of [June] each calendar year or 5% commencing [June 1, 2023]. The Annual Monitoring Fees shall be paid to the CDC-HA annually within thirty (30) days after the CDC-HA provides a written invoice for the same. Failure to timely pay the Annual Monitoring Fee shall constitute a material default under the terms and conditions of this Agreement.

17. RECORDS. Owner shall at all times maintain on the Project site, in the rental office or otherwise in the control of the property manager, operating budget, and copies of all regulatory agreements and other documents imposing limitations on rent or occupancy of any Assisted Units. Owner shall maintain records which clearly document Owner's performance of its obligations to operate the Property under the terms of this Agreement. Owner shall submit any records to the CDC-HA within ten (10) business days of the CDC-HA's request. Owner understands and agrees that information concerning the Property, the Project, and tenant households may be included in a publicly-accessible database, and

that records submitted to the CDC-HA concerning the Project or Property may be disclosed to members of the public pursuant to the California Public Records Act.

18. PROPERTY INSPECTION. Owner shall permit representatives of the CDC-HA to enter and inspect the Property for compliance with obligations under this Agreement upon twenty-four (24) hours' advance notice of such visit to Owner or Owner's management agent, as permitted under applicable law.

GENERAL PROVISIONS

19. SUBORDINATION. The parties agree that this Agreement will be subordinate to deeds of trusts securing loans to the Owner for the Project.

20. DEFAULT AND REMEDIES. A breach of any agreement, obligation, or warranty by Owner under this Agreement shall be an Owner default. The CDC-HA shall give written notice to Owner of any such default. Said notice shall specify the nature of the act, omission, or deficiency giving rise to the default. In addition, if the default is curable and does not give rise to an imminent danger to health or safety, the notice shall also specify the action required to cure the default, and a reasonable date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which Owner shall take or commence such action to cure; provided, however, in the event Owner has diligently commenced to cure the default but such default is of a nature that cannot be cured within the 30 calendar day period, then Owner shall have such additional time not to exceed an additional one hundred eighty (180) days to effect the cure.

Concurrently with the notice provided to Owner, the CDC-HA shall provide a copy of any notice of an Event of Default to the Limited Partner of Owner provided that that an address has been provided, and the CDC-HA agrees that any cure provided by such limited partner shall be accepted or rejected on the same basis as if made or tendered by Owner.

If Owner fails to cure or commence to cure the breach within the time frame specified in the notice, or if a cure is not possible, the CDC-HA may proceed with any of the following remedies:

- A. Bring an action for injunctive relief and equitable relief seeking the specific performance by Owner of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;
- B. After notice provided for herein, make such repairs or replacements to the Property as are necessary at Owner's expense. Any amount advanced by the CDC-HA to make such repairs or replacements shall be immediately due and payable by Owner to the CDC-HA;
- C. Violations of Owner's obligations with respect to maximum rents for Assisted Units wherein Owner has collected rent from a household of Assisted Units in excess of the allowable rent set forth on Exhibit B: (i) ; Owner shall immediately notify the CDC-HA and reimburse the tenant or the CDC-HA, as applicable, for any such overpayment. (Acceptance by Owner or its successors in interest, of rent in excess of the maximum rent restrictions and failure to reimburse the tenant shall constitute a material breach of this

Agreement. and (ii) shall result in an extension of the Term of this Agreement for each month that Owner has failed to comply with the maximum rent restrictions; or

- D. Pursue any other remedy allowed at law or in equity.

Nothing in this Section and no recovery by the CDC-HA, shall restrict or limit the rights or remedies of persons or entities other than the CDC-HA, against Owner in connection with the same or related acts by the Owner. The remedies set forth in this Section are cumulative and not mutually exclusive, except the extent that their award is specifically determined to be duplicative by final order of a court of competent jurisdiction.

21. THIRD PARTY BENEFICIARIES. The following are intended to be third party beneficiaries of this Regulatory Agreement, and shall have such rights and remedies to enforce any of Owner's obligations under this Agreement as may be available to third party beneficiaries under the law:

- A. A tenant of an Assisted Unit;
- B. A residents' association that includes tenants of Assisted Units;
- C. A former tenant who last resided in an Assisted Unit;
- D. A low or moderate income person, as defined under California law, who is qualified to live in an Assisted Unit but was denied occupancy due to an alleged breach of this Regulatory Agreement; and
- E. A low or moderate income person, as defined under California law, who is ready and able to live in an Assisted Unit and is on an affordable housing waiting list.

22. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No member, official, officer, director, employee, or agent of the City of National City or the CDC-HA shall be personally liable to Owner for any obligation created under the terms of this Agreement, except in the case of actual fraud or willful misconduct by such person.

23. INDEMNITY. Notwithstanding the insurance coverage required herein, Owner hereby indemnifies and holds the City of National City and the CDC-HA, and each of their Boards, officials, officers, directors, employees, and agents (collectively, the "*Indemnified Parties*") harmless from and against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including reasonable attorneys' fees) which an Indemnified Party may incur as a result of (1) Owner's failure to perform any obligations as and when required by this Agreement; (2) any failure of Owner's representations or warranties to be true and complete; (3) any act or omission by Owner or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused by the negligence or willful misconduct of the Indemnified Party; or (4) arising in any way from the construction, rehabilitation, sale, rental or operation of the Property, Project and/or any of the Assisted Units. Owner shall pay immediately upon an Indemnified Party's demand any amounts owing under this indemnity. The duty of the Owner to indemnify includes the duty to defend the Indemnified Party in any court action, administrative action, or

other proceeding brought by any third party arising from the Project or the Property. Owner's duty to indemnify an Indemnified Party shall survive the term of this Agreement.

24. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

25. TIME. Time is of the essence in the performance of this Agreement by Owner and the CDC-HA.

26. CONSENTS AND APPROVALS. Any consent or approval required under this Agreement shall not be unreasonably withheld, delayed, or conditioned.

27. NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between Owner and the CDC-HA shall be given by registered or certified mail, postage prepaid, return receipt requested, or overnight by a nationally recognized overnight courier such as UPS Overnight or FedEx, or delivered personally, to the principal offices of Owner and the CDC-HA as follows, or if any such office is relocated, to the new address specified by the relocated party:

CDC-HA: Community Development Commission-
Housing Authority of the City of National City
1243 National City Blvd.
National City, California 91950
Attention: Executive Director

OWNER: Lincoln Avenue Capital Asset Management Department
401 Wilshire Blvd., Suite 1070
Santa Monica, CA 90401
Attention: Asset Management

Copy to:

Downs Pham & Kuei LLP
235 Montgomery Street, 30th Floor
San Francisco, CA 94104
Attention: Irene C. Kuei, Esq.

28. BINDING UPON SUCCESSORS; COVENANTS TO RUN WITH THE LAND. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of Owner and the CDC-HA, regardless of any assignment, payment, prepayment, expiration, extinguishment of any loan or any voluntary or involuntary conveyance or transfer of the Property. Any successor-in-interest to Owner and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on Owner under this Agreement for the Term. The term "*Owner*" as used in this Agreement shall include all such assigns, successors-in-interest, and transferees.

The parties intend that the covenants contained in this Agreement shall constitute covenants running with the land and shall bind the Property and every person having an interest in the Property during the term of this Agreement. Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property.

29. RELATIONSHIP OF PARTIES. The relationship of Owner and the CDC-HA with respect to the Property during the Term of this Agreement shall not be construed as a joint venture, equity venture, or partnership. The CDC-HA neither undertakes nor assumes any responsibility or duty to Owner or to any third party with respect to the operation of the Property or the actions of Owner. Except as the CDC-HA may specify in writing, Owner shall have no authority to act as an agent of the CDC-HA or to bind the CDC-HA to any obligation.

30. WAIVER. Any waiver by the CDC-HA of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by the CDC-HA to take action on any breach or default of Owner or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Owner to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the CDC-HA to any act or omission by Owner shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the CDC-HA's written consent to future waivers.

31. OTHER AGREEMENTS. Owner represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Agreement. Owner shall not enter into any agreements that are inconsistent with the terms of this Agreement without an express written waiver by the CDC-HA.

32. AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to this Agreement shall be in writing, and shall be effective only if executed by both Owner and the CDC-HA.

33. SEVERABILITY. Every provision of this Agreement is intended to be severable. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

34. EXHIBITS. The following Exhibits are attached to this Agreement and are hereby incorporated into this Agreement by reference:

- Exhibit A: Property Description
- Exhibit B: Occupancy and Rent Restrictions
- Exhibit C: Insurance Requirements

35. COUNTERPARTS; PDF. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, when duly executed, shall constitute one and the same Agreement, and in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. A PDF copy of a parties' signature on this Agreement shall constitute an original and be binding on all parties when assembled into a fully executed Agreement.

36. Attorneys' Fees. In the event that any litigation for the enforcement or interpretation of this Agreement, whether an action at law or arbitration or any manner of non-judicial dispute resolution to this Agreement by reason of the breach of any condition or covenant, representation or warranty in this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action shall be entitled to recover from the other reasonable attorneys' fees and out of pocket expenses (including expert witness fees) to be fixed by the court which shall render a judgment, as well as the costs of suit.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

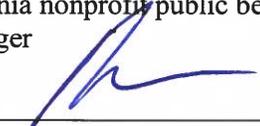
IN WITNESS WHEREOF, the undersigned parties have executed this Regulatory Agreement, effective as of the date first above written.

“OWNER”

Southern Highlands Apartments LP,
a California limited partnership

By: PacH San Jose Holdings, LLC,
a California limited liability company,
its Managing General Partner

By: Pacific Housing, Inc.,
a California nonprofit public benefit corporation,
its Manager

By: 

Mark A. Wiese
President

By: Southern Highlands MM LLC,
a California limited liability company,
its Co-General Partner

By: _____
Russell Condas
Vice President

IN WITNESS WHEREOF, the undersigned parties have executed this Regulatory Agreement, effective as of the date first above written.

“OWNER”

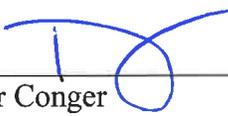
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its Manager

By: _____
Mark A. Wiese
President

By: Southern Highlands MM LLC,
a California limited liability company,
its Co-General Partner

By: 

Tyler Conger
Vice President

“CDC-HA”

**COMMUNITY DEVELOPMENT COMMISSION-
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY,**
a public body, corporate and politic

By: _____
Brad Raulston, Executive Director

APPROVED AS TO FORM:

By: _____
Charles E. Bell, Jr., General Counsel

APPROVED AS TO FORM:
Christensen & Spath LLP
Lender Special Counsel

By: _____
Walter F. Spath III

[SIGNATURE(S) MUST BE ACKNOWLEDGED]

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

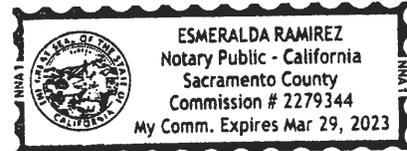
On 10/13/2022, before me, Esmeralda Ramirez notary public
(insert name and title of the officer)

personally appeared Mark A. Wiese,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

On JUNE 13, 2022 before me, ADRIAN MORAN Notary Public
(insert name and title of the officer)

personally appeared TYLER CONGER
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Adrian Moran (Seal)



ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**REGULATORY AGREEMENT
(Southern Highlands Apartments)**

EXHIBIT A
PROPERTY DESCRIPTION

Parcel 1 of Parcel Map No. 2788, in the City of National City, County of San Diego, State of California, according to Map thereof filed in the Office of the County Recorder of San Diego County, June 27, 1974.

APN/Parcel ID(s): 563-010-50-00

**REGULATORY AGREEMENT
(Southern Highlands Apartments)**

**EXHIBIT B
OCCUPANCY AND RENT RESTRICTIONS**

1. Schedule of rent and occupancy restrictions

The rents and occupancy of Assisted Units in the Project shall be restricted according to the following schedule (the “*Schedule*”):

Assisted Unit Type	Minimum Number of Assisted Units	Affordability Type		Maximum Tenant Household Income	Maximum Annual Rent
			Low Income		
			X	80% of AMI	30% of 60% of AMI
			X	80% of AMI	30% of 60% of AMI
			X	80% of AMI	30% of 60% of AMI
Total Assisted Units	151 or more				
Total Non-Assisted Units	0 or fewer				
Total Project Units	151				

2. Definitions

The following terms and their derivatives have the meanings set forth in this Section wherever used in this Exhibit or elsewhere in the Regulatory Agreement:

“**AMI**” means area median income as published and adjusted by HUD. The CDC-HA shall determine the dollar amount for the income and rent limits set forth in the Schedule annually, for each percent-of-AMI category, based on determinations made by HUD, the California Tax Credit Allocation Committee, and the California Department of Housing and Community Development.

“**Income Determination Guidelines**” means the CDC-HA’s rules for determining income and adjustments to income, or if such rules are no longer maintained, the income determination and

certification procedures of the Section 8 rental assistance program, as such rules may be amended from time to time.

“**Temporary Non-Compliance**” means a situation in which an Assisted Unit is in compliance with the provisions of this Agreement except that a tenant household’s income exceeds the maximum allowable income because of increases in household income subsequent to initial occupancy.

3. Initial occupancy

Owner shall limit for the Term (except as otherwise provided in this Exhibit) the rental of Assisted Units only to tenant households with incomes no higher than the maximum tenant household income specified in the above Schedule, as such income level is certified prior to first occupancy by the tenant household. The applicable income limit shall be the maximum tenant household income for a household of a size equal to the actual size of the tenant household as household size is defined and determined under the Income Determination Guidelines. Owner shall certify the income levels and other qualifications of applicants for Assisted Units prior to initial occupancy in conformance with the Income Determination Guidelines. Owner acknowledges that it has received a copy of current Income Determination Guidelines. All income determinations shall be based on the projected household income of the tenant household for the next 12 months, not the income for the preceding year. Notwithstanding anything to the contrary set forth herein, nothing in this Regulatory Agreement shall require Owner to evict any existing tenant household in an Assisted Unit because the income of that tenant household exceeds the maximum tenant household income specified in the above Schedule or if such tenant household refuses to provide income certification. In the event an existing tenant household exceeds the maximum tenant household income specified in the above Schedule or if an existing tenant household refuses to provide income certification, such tenant household shall be considered in “Temporary Non-Compliance” and such tenant household may continue to reside in the Assisted Unit until such tenant household vacate the Assisted Unit upon termination of the existing lease at which time, the vacated unit shall be offered only to tenants meeting the income requirements set forth in the Schedule. An Assisted Unit that is in Temporary Non-Compliance under this Regulatory Agreement shall not be deemed by CDC-HA as an Owner default under this Regulatory Agreement If Owner otherwise complies with this Regulatory Agreement.

4. Determination of maximum rents

Owner shall limit for the Term (except as otherwise provided in this Exhibit) the annual rents charged for Assisted Units only to the maximum annual rents specified in the above Schedule. Maximum rents shall be adjusted downwards by the appropriate allowance for tenant-paid utilities, as specified by the CDC-HA. Rents for over-income tenants shall be adjusted in accordance with the provisions of Section 9 below.

5. Rent calculations adjusted for unit size

Maximum rents for Assisted Units shall be calculated according to the maximum annual rent limits in the Schedule with the following adjustments for household size:

Number of Bedrooms

Household Size Used to Calculate Rent

Single Room Occupancy Unit	0.75
0	1
1	1.5
2	3
3	4.5
4	6
5	7.5
6	9

This formula for establishing rents shall be used irrespective of the actual household size of the tenant household occupying the Assisted Unit.

6. Rent for units with rental assistance.

For Assisted Units that are occupied by tenant households that receive Section 8 tenant based vouchers or other tenant based rental assistance, the maximum rent allowed will be the rent allowed under the Section 8 or other applicable rental assistance program, notwithstanding the maximum rents set forth in the Schedule, provided that the tenant household's total payment for rent plus an allowance for tenant paid utilities does not exceed 30% of the tenant's household income.

7. Income recertification

Notwithstanding anything to the contrary set forth herein, nothing in this Regulatory Agreement shall require Owner to evict any tenant household in an Assisted Unit because the income of that tenant household has increased. Further, in the event that a tenant household who entered into a lease prior to the date of this Agreement refuses to provide an income recertification despite Owner's best efforts or provides an income recertification which show such tenant household income to have exceeded the income and rent limits required by this Agreement for an Assisted Unit, Owner shall not be deemed in default under this Regulatory Agreement and such unit shall be considered to be in Temporary Non-Compliance. An Assisted Unit that is in Temporary Non-Compliance under this Section shall not be deemed by the CDC-HA as an Owner default under this Regulatory Agreement if Owner otherwise complies with this Regulatory Agreement.

8. Rent increases

Owner may adjust the rent for an Assisted Unit no more than once in a twelve-month period based on the then most recent AMI published by HUD. Notwithstanding anything to the contrary set forth herein or Federal, CDC-HA or state policies, Owner shall be held harmless from any decreases in household income limits and median income levels that HUD may apply.

Exhibit C
Insurance Requirements

Commercial General Liability insurance, providing coverage on an “occurrence” basis, insuring for third party claims of legal liability, and caused by bodily injury, property damage, personal injury, or advertising injury, arising out of the ownership or management of the Property and including the costs to defend such actions brought against the Property Owners, as well as hired and non-owned automobile liability insurance. Limits of the policy shall be at least \$1 million per occurrence and \$2 million in the general aggregate. If coverage is provided under blanket policies insuring other locations or entities, then the general aggregate must apply to each insured location separately.

Umbrella/Excess Liability insurance, with the Commercial General Liability, Automobile Liability policies scheduled as underlying policies. Limits of the policy shall be at least \$4 million per occurrence and in the annual aggregate. The policy shall be primary coverage for the additional insured without contribution from other valid insurance policies which may be available to the additional insured.

Total Limits of the policy(s) shall be at least \$5 million per occurrence and aggregate, which may be satisfied by the limit afforded under the Commercial General Liability policy or in combination with the limit afforded by the Umbrella or Excess Liability insurance; provided, the coverage afforded under such Umbrella or Excess Liability Policy is at least as broad in all material respects as that afforded by the underlying Commercial General Liability Policy.

Property Damage insurance, insuring for all risks of physical loss of or damage to the real property comprising the Project, personal property of the Partnership used to maintain or service the Project, and additions, alterations and repairs to structures. Policy shall provide for claims to be paid based upon replacement cost of the lost or damaged property without deduction for depreciation. Limits of policy will be at least the replacement value of the Project (excluding the value of the Land, site utilities, foundations and architectural and engineering expenses). The policy shall have a deductible of no greater than \$25,000 per occurrence, outside of CAT peril deductibles. The policy shall carry no coinsurance provisions. Coverage and limits shall be extended to include sustained due to an insured loss, for a period of at least twelve months from the date of such loss. Coverage shall be further extended to include debris removal, outdoor trees, shrubs, plants and lawns, and Ordinance or Law coverage for the demolition of the undamaged portion, increased costs of construction and the loss in value of undamaged portions of the building(s), caused by the enforcement of building, zoning or land use law. The policy shall designate the Property Owner as a Named Insured, and include an endorsement naming the Regulatory Authority as Loss Payee, as its interests may appear, and as an insured. The policy shall be primary coverage for the Property without contribution from other valid insurance policies which may be available to others.

RESOLUTION NO. 2022 -

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A REGULATORY AGREEMENT WITH SOUTHERN HIGHLANDS APARTMENTS L.P., PROVIDING FOR A RESTRICTION OF RENTS AT 60% OF AREA MEDIAN INCOME FOR 55 YEARS ON A 151-UNIT RENTAL HOUSING PROJECT LOCATED AT 2525 HIGHLAND AVENUE IN NATIONAL CITY (“PROJECT”) AND APPROVE A \$10,000 GRANT TO ASSIST IN THE PROJECT

WHEREAS, in 2020, Southern Highlands Apartments L.P. (“Owner”) applied to receive an allocation of tax-exempt multifamily bonds and an allocation of 4% Low Income Housing Tax Credits for the preservation of the Project as deed-restricted affordable housing for 55 years; and

WHEREAS, the Owner was unsuccessful in securing tax credits as the State of California made the 4% tax-exempt bond program competitive and prioritizing affordable housing new construction over preservation; and

WHEREAS, the Owner has been working with the Community Development Commission-Housing Authority (“CDC-HA”) to identify strategies to preserve the Project as deed-restricted affordable housing; and

WHEREAS, the Owner and CDC-HA have agreed to terms for an innovative and effective way to preserve this Project for affordable housing; and

WHEREAS, The Owner has agreed to enter into a Regulatory Agreement with CDC-HA restricting the rents at the Property to 60% of Area Median Income (“AMI”) adjusted by household size and incomes of tenant households at or below 80% AMI; and

WHEREAS, The term of the Regulatory Agreement is 55 years, during which the Project will pay an annual per-unit monitoring fee (currently \$215.00 per unit) to the CDC-HA; and

WHEREAS, the Project’s units were recently renovated, and the Owner has also committed to making additional capital improvements totaling \$750,000 to the Project’s common areas and systems to improve resident quality of life and ensure strong property maintenance; and

WHEREAS, the CDC-HA will provide a grant of \$10,000 to assist with the operation and maintenance of the Project, which will complement the improvements made by the Owner; and

WHEREAS, following the recordation of the Regulatory Agreement, the Owner intends to apply for the California Welfare Property Tax Exemption (Section 214(g)), exempting the Pro from ad-valorem property taxes; and

WHEREAS, the property tax exemption is commonly used by deed-restricted, government-financed affordable housing to maintain affordability and reduce rents for the units occupied by low-income households; and

WHEREAS, CDC-HA engaged Keyser Marston Associates (“KMA”) to analyze the public benefits of the below-market rents versus the cost of foregone property tax revenue to the City of National City which concluded that the rent savings significantly exceeded the lost property tax revenues to the City; and

WHEREAS, City staff recommends that the CDC-HA move forward with this proposal which will help preserve the affordability of 151 at-risk units and prevent any displacement of current residents.

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

Section 1: Authorizes the Executive Director to execute a Regulatory Agreement with Southern Highlands Apartments L.P., providing for a restriction of rents at 60% of Area Median Income for 55 years on a 151-unit rental housing project located at 2525 Highland Avenue in National City (“Project”) and approve a \$10,000 grant to assist in the Project.

Section 2: That 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 21st day of June, 2022.

Alejandra Sotelo-Solis, Chairwoman

ATTEST:

Brad Raulston, Secretary

APPROVED AS TO FORM:

Charles E. Bell Jr., General Counsel

The following page(s) contain the backup material for Agenda Item: [Public Meeting Protocols - Return to In-Person Meetings. \(City Manager\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO.

ITEM TITLE:

Public Meeting Protocols - Return to In-Person Meetings. (City Manager).

PREPARED BY: Tony Winney, Assistant City Manager

DEPARTMENT: City Manager's Office

PHONE: 619-336-4200

APPROVED BY:



EXPLANATION:

The City Council has made previous findings to remain virtual as allowed under AB 361 which authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act. On April 5, 2022, the City Council voted to transition Public Meetings, including City Council and all Boards, Commissions & Committees (BCCs), back to in-person meetings effective August 1.

The attached presentation summarizes the meeting protocols that were previously approved by City Council on April 5, 2022 that will go into place on August 1, 2022 for City Council and Board, Commission and Committee meetings.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

This report does not reflect any financial changes to the budget at this time.

ENVIRONMENTAL REVIEW:

This action is not subject to review under the California Environmental Quality Act (CEQA)

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Return to in-person meetings starting on August 1, 2022 for City Council and Board, Commission and Committee meetings.

BOARD / COMMISSION RECOMMENDATION:

None.

ATTACHMENTS:

Attachment 1 – Presentation on Return to In-Person Meeting Protocols

MEETING PROTOCOLS

Return to In-Person Public Meetings



**On February 16,
2022, Governor
Newsom removed
mask mandate and
most other public
COVID restrictions**

As of June 13, 2022, of the 17 surrounding cities within SD County, all have returned to in-person Public Meetings.

Return to In-Person: City Council Meetings August 1

- ❖ City Council and staff in person on August 1. Meeting protocols outlined in City Council Policy 104 and in compliance with Brown Act, same as pre-COVID.
- ❖ A majority of the City Council must attend meetings in Council Chambers. Any virtual participation by City Council members must be in full compliance with all Brown Act teleconferencing requirements under specific circumstances.
- ❖ In-Person Public Comment in Chamber.
- ❖ Audio only verbal comments will be offered virtually for the public on a trial basis through Dec. 2022 for City Council meetings.
- ❖ Written Comment provided via email to City Council prior to meeting. Read into the record through Dec. 2022.
- ❖ Masks recommended but optional (State mandate).
- ❖ Limit seating capacity to 50% | Additional seating in lobby.
- ❖ Spanish translation offered in person.
- ❖ Meeting Livestreamed online and archived via City website.

Return to In-Person:

Boards and Commissions

- ❖ Boards and Commissions meetings will return to in person on August 1.
- ❖ Boards and Commission Members cannot utilize teleconferencing due to the Brown Act.
- ❖ Meetings resume in the City Hall large conference room, with the exception of the Library Board of Trustees in Library and Planning Commission/CPRC in Council Chambers.
- ❖ In-Person Public Comment resumes.
- ❖ Written Comment provided via email prior to meeting. Read into the record through Dec. 2022.
- ❖ Audio only verbal comments will be also be offered virtually for the public on a trial basis through Dec. 2022 for Planning Commission and CPRC based on current livestreaming technology.

Discussion and Questions

The following page(s) contain the backup material for Agenda Item: [Update on the disposition of City-owned real property located at 921 and 929 National City Boulevard, National City. \(Housing Authority\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: June 21, 2022

AGENDA ITEM NO. |

ITEM TITLE:

Update on the disposition of City-owned real property located at 921 and 929 National City Boulevard, National City.

PREPARED BY: Carlos Aguirre, Director

PHONE: (619) 336-4391

DEPARTMENT: Housing Authority

APPROVED BY: 

EXPLANATION:

See Attachment No. 1

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

No Fiscal Impact – This report is informational only, there is no fiscal impact associated with the report.

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:

At this time, staff is providing an update while seeking further guidance from the City Attorney on proceeding with the disposition of the property as exempt surplus land, and further evaluating a recent proposal for affordable housing. Upon completion of legal review and after additional due diligence is conducted, staff will return to City Council to provide its findings and request direction on the sale of the City Property.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Explanation

City Council of the City of National City
Staff Report
June 21, 2022

Update on the disposition of City-owned real property located at 921 & 929 National City Boulevard, National City.

Background

The City of National City owns an 11,761 sq. ft. parcel of land at 921 and 929 National City Boulevard in National City (together referred to as “City Property”). The City Property is made up of two separate lots that were purchased by the Community Development Commission of the City of National City (“CDC”). The lot located at 921 National City Boulevard was purchased in August 2000 for \$350,000 and was formerly an education center. The lot located at 929 National City Boulevard was purchased by the CDC in July 2003 for \$225,000.

The City Property was included in the Long Range Property Management Plan (“LRPMP”) that was approved by the Oversight Board of Successor Agency to the Community Development Commission of the City of National City in December 2015. The LRPMP stated that the City would retain and later dispose the City Property for future development. The disposition of the City Property would require a distribution of proceeds from a sale to the affected taxing entities.

In March 2017, the City of National City issued a Request for Proposals for future development but no proposals were received. In 2018, the City Property and the adjacent property at 999 National City Boulevard (“Trophy Lounge Property”) were considered in Southwestern Community College District’s Facilities Master Plan for future expansion of their National City campus. The Trophy Lounge Property sits on the northeast corner of National City Boulevard and Plaza Blvd and is 8,712 sq. ft. Since 2018, Southwestern Community College District (“Southwestern College”) has been in contact with the City and Trophy Lounge Property owners attempting to assemble the parcels for a mixed-use, multi-story development.

In March 2020, City staff and Southwestern College staff worked on coordinating a joint meeting of the City Council of the City of National City and Southwestern College Board of Directors to discuss the potential expansion of National City campus of Southwestern College to build additional facilities and student housing. However, due to the onset of COVID-19 pandemic, the joint meeting was cancelled.

In October 2020, the Trophy Lounge Owner represented by real estate broker Cyrus & Emilia Inc. (“CEI”) submitted a letter of intent to purchase the City’s property for \$400,000. The City declined the low offer and reconsidered Southwestern College’s interest to expand the campus and provide affordable student housing. City staff encouraged CEI to engage with Southwestern College in discussions to see if a development partnership was possible. In the process, Southwestern College involved a broker and presented an

offer to CEI to purchase the Trophy Lounge Property for full market value. CEI declined the offer on behalf of the owner of the Trophy Lounge Property.

On April 12, 2022, Tower 999, LLC acquired the Trophy Lounge Property for \$1,200,000. CEI invited City staff on May 25, 2022 to introduce their partnership with Shift Capital and proposed a 20,000 square foot, 9 story building at both the Trophy Lounge and City Property. Their proposal stated that the project would have approximately 100 units of which 25% of the units would be restricted as lower-income units. The new development would also include 5,000 square feet of street-level retail space and 55 parking spaces.

Surplus Land Act

The sale of the City Property would be subject to the provisions of the Surplus Land Act as amended by AB 1486 and AB 1255. Under the Surplus Land Act, Government Code Sections 54220-54233 ("Act"), surplus land is land owned in fee simple by the City for which the City Council takes formal action in a regular public meeting declaring the land as surplus and not necessary for the City's use. The Act provides that land shall be declared either "surplus land" or "exempt surplus land" before the City takes action to dispose of it consistent with the Act and City policies and procedures.

Under the Act, land is necessary for the City's use if the land is being used, or is planned to be used pursuant to a written plan adopted by the City Council, for City work or operations. The Act specifies that the City's use does not include commercial or industrial uses, and land that is disposed of for the sole purpose of investment or generation of revenue is not necessary for the City's use.

The Act requires that before the City Council disposes of a Property or engages in negotiations to dispose of the Property, the City must send a written notice of availability ("NOA") of the Property, which includes the location and a description of the Property, to certain designated entities.

The City must send the NOA by email or certified mail to the designated entities set forth below:

- a) Housing Sponsors that have notified the Department of Housing and Community Development of their interest in receiving notices of availability (for the purpose of developing low- and moderate-income housing).
- b) Local public entities within whose jurisdiction the Property is located (for the purpose of developing low and moderate income housing). "Local public entities" include cities, counties, cities and counties, the governing bodies of Indian reservations or rancherias, tribally designated housing entities, housing authorities, and any State agency, public district or other political subdivision of the State, and any instrumentality thereof, authorized to engage in or assist in the development of or operation of housing for low or moderate income households. "Local public entities" also include joint power authorities and the HCD.

If a designated entity is interested in purchasing or leasing the Property for an authorized purpose, it must notify the City in writing within 60 days after the City sends the NOA by email or certified mail.

If the City does not receive any notices of interest within the 60-day period or the notices of interest do not comply with the Act, the City may dispose of the Property without further regard to the requirements of the Act, although, as discussed below, HCD has been given oversight over the disposition of surplus land.

If the City receives a notice of interest from one or more designated entities within the 60-day period that comply with the Act, the City must enter into good faith negotiations with the designated entity or entities in an attempt to agree to a mutually satisfactory sales price and terms or lease terms. If the City does not agree on price and terms with any of the entities after a negotiation period of at least 90 days, the City may dispose of the surplus land without further regard to the Act, except as described below regarding oversight by HCD.

In negotiating with designated entities, the City shall not require terms as a condition of the sale or lease of the Property that disallow residential use, except if required to mitigate impacts to public health and safety or city operations; reduce the allowable number of residential units or the maximum lot coverage below what may be allowed by zoning or the General Plan; or require any design standards or architectural requirements that would have a substantial adverse effect on the viability or affordability of a low and moderate income housing development, other than the minimum standards required by General Plan, zoning and subdivision standards and criteria. Residential uses shall be deemed an acceptable use of surplus land for the purposes of good faith negotiations. Notwithstanding the foregoing, the City may impose a limit on residential use or density if necessary to avoid a specific, adverse impact (supported by written findings) upon the public health or safety or the operation or facilities of a local agency and there is no feasible method to mitigate the impact.

The Act does not restrict the City's authority or discretion to approve land use, zoning or entitlement decisions in connection with the Property or limit the power of the City to sell or the Property for fair market value or less than fair market value.

If the City receives a notice of interest from more than one designated entity, the City must give first priority to the entity or entities that agree to use the Property for low- and moderate-income housing that meets the requirements described above. If more than one entity agrees to meet these requirements, the City must give priority to the entity that proposes to provide the greatest number of units that meet such requirements. If more than one entity proposes the same number of units that meet such requirements, the City must give priority to the entity that proposes the deepest average level of affordability for the affordable units. The City may negotiate concurrently with all designated entities interested in developing affordable housing.

Prior to agreeing to terms for the disposition of the Property the City must provide to HCD a description of the NOA and the negotiations conducted with any designated entities. If HCD believes that the City has violated the Act, the City will be given the opportunity to correct the issues identified by HCD or provide written findings to HCD explaining why the proposed disposition complies with the Act. If HCD ultimately determines that the proposed disposition of the Property would violate the Act, HCD can impose a penalty equal to 30% of the final sales price of the Property and notify the Attorney General of the violation. While HCD is not required to implement these provisions until January 1, 2021, the Act does not does not postpone the obligation of cities to provide the required notification to HCD.

Staff Evaluation Pending on a Proposal for Affordable Housing

On June 2, 2022, CEI, Shift Capital, and Southwestern College met at City Hall to discuss opportunities for partnership in the development of both the Trophy Lounge Property and met a week later to discuss future partnership with the potential of including student housing for Southwestern College. CEI then shared a letter on June 14, 2022 drafted by their land attorney stating the City should consider selling the City Property as exempt surplus land.

At this time, staff is evaluating CEI's most recent proposal and seeking further guidance from the City Attorney on proceeding with the disposition of the property as exempt surplus land for affordable housing. Upon the completion of legal review and after additional due diligence is conducted with regards to development team readiness, capacity, and financial commitment to comply with the requirements of the Surplus Land Act, staff will return to City Council to provide its findings and request direction on the sale of the City Property.

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 # ____
06/21/22

City Manager Report

(City Manager)