



AGENDA

Consolidated Regular Meeting

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

Ron Morrison, Mayor
Ditas Yamane, Vice-Mayor
Marcus Bush, Councilmember
Luz Molina, Councilmember
Jose Rodriguez, Councilmember

Benjamin A. Martinez, City Manager
Barry J. Schultz, City Attorney
Shelley Chapel, MMC, City Clerk
R. Mitchel Beauchamp, City Treasurer

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

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

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

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

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

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

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

EFFECTIVE JANUARY 1, 2023

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

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

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

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



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

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

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

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

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

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

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

A PARTIR DEL 1 DE ENERO DE 2023

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

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

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



AGENDA

Consolidated Regular Meeting

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

	Pages
1. CALL TO ORDER	
2. ROLL CALL	
3. PLEDGE OF ALLEGIANCE TO THE FLAG	
4. INVOCATION	
5. PUBLIC COMMENT	
In accordance with State law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take action on any issue not included on the agenda. Speakers will have up to three (3) minutes.	
6. PROCLAMATIONS AND RECOGNITION	
6.1 Employee of the Quarter - Matthew Lucas	6
6.2 Introduction of New City Employees	8
7. PRESENTATION (Limited to Five (5) Minutes each)	
7.1 Presentation - Earthquake Brace & Bolt – Registration Open Period	9
Recommendation: Receive the presentation.	
7.2 Homeless Outreach Mobile Engagement (HOME) Team Update	32
8. REGIONAL BOARDS AND COMMITTEE REPORTS (Limited to Five (5) Minutes each)	

9. CONSENT CALENDAR

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

- 9.1 Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda 40
- 9.2 Approval of City Council Meeting Minutes. 40
- Recommendation:
Approve and file.
- 9.3 Packard Foundation Funded Stay and Play Grant Acceptance 74
- Recommendation:
Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing the City Manager or his Designee to Accept the Packard Foundation Funded Stay and Play Grant in the Amount of \$4,500 for FY 2024 and Authorizing the Establishment of a Library Grants Fund Appropriation of \$4,500 and Corresponding Revenue Budget.”
- 9.4 2024 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant Number PT24128 in the Amount of \$142,000. 79
- Recommendation:
Adopt the Resolution entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Acceptance of the 2024 Office of Traffic Safety Selective Traffic Enforcement Program Grant in the Amount of \$142,000, and Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of \$142,000.”
- 9.5 Approval of Amendment 12 to Agreement with San Diego County for Nutrition Services. 110
- Recommendation:
Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute Amendment 12 to County Contract 561763 Increasing the Senior Nutrition County Contract by an Amount of \$81,462, Resulting in a New Maximum Agreement Amount of \$2,021,068.27, and Extending the Contract to February 29, 2024, and Authorizing an Increase of \$81,462 in Appropriations with a Corresponding Revenue Budget.”

9.6	Tenth Amendment to an Option to Purchase Agreement with CarMax. (Parking Authority)	178
	<p>Recommendation: Adopt the Resolution Entitled “Resolution of the Parking Authority of the City of National City, California, Authorizing and Ratifying the Tenth Amendment to the Option to Purchase Agreement between the Parking Authority and CarMax Auto Superstores California, LLC, a Virginia Limited Liability Company, Extending the Option Period for 30 days from December 31, 2023, Requiring the Deposit of the Full Purchase Price of \$2.1 Million within 90 days after Exercising the Option to Purchase, and Extending the Permitting Period Six Months from the Deposit of the Purchase Price into Escrow.”</p>	
9.7	Seventeenth Amendment to an Option to Purchase Agreement with the County of San Diego for the Purchase of Open Space Easement (Parking Authority)	186
	<p>Recommendation: Adopt the Resolution Entitled “Resolution of the Parking Authority of the City of National City, California, Authorizing and Ratifying the Seventeenth Amendment to the Option to Purchase Agreement with the County of San Diego for the Purchase of an Open-space Easement on a 15.08 acre Parcel of Land at the Southwest Corner of Sweetwater Road and Bonita Center Road that Extends the Term of said Option to Purchase Agreement for 30 Days, Extends the Escrow for Six Months after the Opening of Escrow, and Authorizes Payment in the Amount of \$1.00 to the County of San Diego as Consideration for Seventeenth Amendment.</p>	
9.8	Award a Contract to Dick Miller, Inc. for the Eastside I-805 Community Greenbelt Project, CIP No. 22-09.	196
	<p>Recommendation: Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Dick Miller, Inc. in the Not-to-Exceed Amount of \$3,155,990.50 for the Eastside I-805 Community Greenbelt Project, CIP No. 22-09; 2) Authorizing a 15% Contingency in the Amount of \$473,398.58 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract.”</p>	
9.9	Investment transactions for the month ended October 31, 2023.	224
	<p>Recommendation: Accept and file the Investment Transaction Ledger for the month ended October 31, 2023.</p>	
9.10	Investment transactions for the month ended November 30, 2023.	231
	<p>Recommendation: Accept and file the Investment Transaction Ledger for the month ended</p>	

November 30, 2023.

- | | | |
|------|---|-----|
| 9.11 | Warrant Register #17 for the period of 10/20/23 through 10/26/23 in the amount of \$1,251,183.30.

Recommendation:
Ratify Warrants Totaling \$1,251,183.30 | 238 |
| 9.12 | Warrant Register #18 for the period of 10/27/23 through 11/2/23 in the amount of \$4,005,143.44.

Recommendation:
Ratify Warrants Totaling \$4,005,143.44 | 242 |
| 9.13 | Warrant Register #19 for the period of 11/03/23 through 11/09/23 in the amount of \$889,703.01.

Recommendation:
Ratify Warrants Totaling \$889,703.01 | 249 |
| 9.14 | Warrant Register #20 for the period of 11/10/23 through 11/16/23 in the amount of \$2,374,931.72.

Recommendation:
Ratify Warrants Totaling \$2,374,931.72 | 253 |

10. PUBLIC HEARING

The following item(s) have been advertised as public hearing(s) as required by law.

- | | | |
|------|--|-----|
| 10.1 | Introduction and First Reading of an Ordinance Amending Section 18.060.10 of Title 18 (Zoning) of the National City Municipal Code Related to the Measurement of Height for New Structures.

Recommendation:
Introduce the Ordinance by First Reading, entitled, "Ordinance of the City Council of the City of National City, California, Amending Section 18.10.060 of Title 18 (Zoning) of the National City Municipal Code Related to the Measurement of Height for New Structures." | 257 |
|------|--|-----|

11. STAFF REPORTS

- | | | |
|------|--|-----|
| 11.1 | National City and Naval Base San Diego Resiliency Study

Recommendation:
Accept and file the study. | 265 |
| 11.2 | Chief of Police Employment Agreement

Recommendation: | 419 |

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing a three-year Employment Agreement between the City of National City and Alejandro Hernandez for the position of Chief of Police with an Annual Base Salary of \$246,868.23 Effective January 16, 2024."

12. CITY MANAGER'S REPORT

13. ELECTED OFFICIALS REPORT

14. CITY ATTORNEY REPORT

15. ADJOURNMENT

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



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

DATE: December 5, 2023
TO: Benjamin A. Martinez, City Manager
FROM: Molly Brennan, Administrative Services Director *MB*
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 4th Quarter of calendar year 2023 is:

Matthew Lucas, Fire Captain

By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, January 16, 2024 to be recognized for his achievement and service.

Attachment

cc: Matthew Lucas
Chief Sergio Mora
Battalion Chief, Scott Robinson
Mayor's Executive Assistant
Human Resources – Office File

RECEIVED

DEC 04 2023

CITY OF NATIONAL CITY
HUMAN RESOURCES DEPARTMENT



**Performance Recognition Award
Nomination Form**

I nominate Captain Matt Lucas for the Performance Recognition Award for the following reasons:

Captain Matt Lucas is our 2023 recipient for Employee of the Quarter. Matt has been a member of the fire department 2004. Throughout his time here in National City Matt has displayed the kind of dedication, selflessness, and great attitude that makes this one of the best Fire Departments in the County.

Matt has been a captain with the department for the past 10 year and recently successfully passed the Battalion Chief test. During his time here in National City Matt has been a part of the health and safety committee, our overhead program where he has served as a safety officer on several major wildland fires throughout the state of California, and most importantly the head of our personal protective equipment (PPE) and uniform committee. In recent years Matt has been instrumental in outfitting the department with new turnouts, designed and updated the department's new patch and badge, and equipped our new firefighters with proper PPE. Matt has dedicated countless hours both on-duty and off duty to make the National City Fire Department a better and safer place to work.

FORWARD COMPLETED NOMINATION TO:

National City Performance Recognition Program
Human Resources Department

Nominated by: Sergio Mora, Fire Chief & NCFD Awards Committee

Signature: _____

Date: 12/04/2023



NEW HIRES

December 2023 - January 2024

POLICE DEPARTMENT



KARL TADLE
Police Recruit



MARC VARGAS
Police Recruit



JESUS RODRIGUEZ
Police Dispatcher

ENGINEERING/PUBLIC WORKS



ERIK FONSECA
Equipment Mechanic I



AGENDA REPORT

Department: Fire Department
Prepared by: Walter Amedee, Management Analyst III
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Presentation - Earthquake Brace & Bolt – Registration Open Period

RECOMMENDATION:

Receive the presentation.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

National City Residents will be eligible to participate in the Earthquake Brace & Bolt Program <https://www.earthquakebracebolt.com/> starting in 2024. The registration period for the program will be from January 10, 2024 - February 21, 2024. This program provides a grant of \$3,000 towards the retrofit of single-family homes that have a crawl space/cripple wall that may not be braced or bolted to its foundation. In an earthquake, these homes with a crawl space/cripple wall that have not been retrofitted tend to fall off of their foundation and the home becomes uninhabitable. The only negative with the Program at this time is that the IRS will consider the \$3,000 as taxable income to the homeowner. The attached presentation is an overview of the Earthquake Brace & Bolt Program.

FINANCIAL STATEMENT:

Not Applicable

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Presentation

Presentation



Northridge Earthquake



January 17, 1994

- \$20 Billion in residential damage
- Insurance companies stopped writing homeowners insurance
- CEA established after Northridge Earthquake

California Earthquake Authority

CEA CALIFORNIA EARTHQUAKE AUTHORITY™

THE STRENGTH TO REBUILD®


Armed Forces Insurance
OUR MISSION IS YOU.®


Golden Eagle Insurance
Member of Liberty Mutual Group


AAA Insurance


Encompass
Creating protection around you


State Farm


Safeco Insurance
A Liberty Mutual Company


FOREMOST
INSURANCE GROUP

California FAIR
Plan PROPERTY INSURANCE


USAA


MAPFRE
INSURANCE


Hyundai Insurance


Liberty Mutual
INSURANCE


FARMERS
INSURANCE


AAA
SOUTHERN CALIFORNIA


Allstate
You're in good hands.


MERCURY
CASUALTY COMPANY

Homesite
HOME INSURANCE


Crestbrook
a Nationwide Insurance® company

ASI


Allied
Insurance
a Nationwide Insurance® company


Nationwide

CommerceWest
INSURANCE
A MAPFRE COMPANY

PROGRESSIVE

CEA Mitigation Program

- Jointly Managed by CEA and Cal OES
- Promote “Code-Compliant Retrofit”
- More than 23,000 homes have benefitted



+



=



2024 Program Overview

- Help homeowners lessen the potential for damage during an earthquake
- Offer up to \$3,000 toward a code-compliant seismic retrofit for houses that qualify
- Homeowners must apply when registration is open
- Selected after registration closes by a random drawing
- Supplemental Grants for homeowners with an annual income at or below \$87,360

2024 Program Overview (continued)

- Homeowner registration for EBB is January 10 through February 21, 2024
- Reimbursement up to \$3,000
- Code-compliant retrofit in accordance with California Existing Building Code Chapter A3
- You do not need to be a CEA insurance policyholder to be eligible, but doesn't hurt

2024 Program Overview (continued)

Qualifying houses typically:

- Are built before 1980
- Have a raised continuous perimeter concrete foundation
- Sit on a level ground or low-slope site
- May have wood-framed walls (cripple walls) in the crawl space

Typical House for a Retrofit



Crawl
space vent

Several steps
to the house

Earthquake Basics

Lateral (or Shear) Forces:

- Are horizontal forces that result in back and forth (side to side) movement, also known as racking
- Can shake the house and weaken its frame and cause it to slide off the foundation



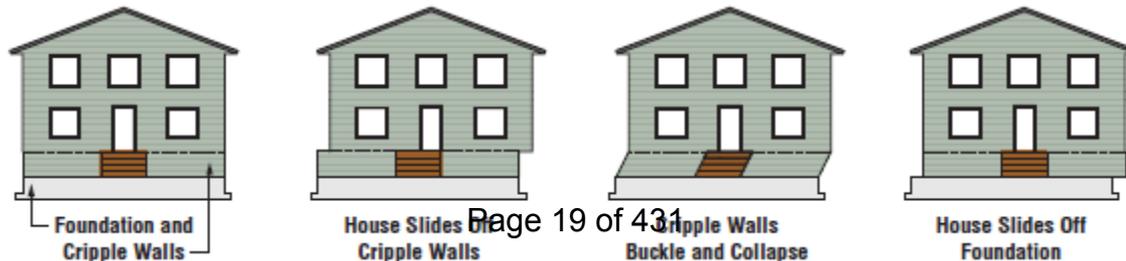
Uplift Forces:

- Are vertical forces that result in up and down movement
- Can cause the house to overturn and lift off the foundation



Effects of an Earthquake

- If your home is not built directly on a concrete slab, chances are it's built on a raised foundation.
- This means the house was built on “cripple walls”.
- These houses typically have crawl spaces underneath.
- Supporting structure may not have been anchored to resist seismic forces.
- Highly susceptible to structural failures.



Retrofit Lessens Potential for Earthquake Damage



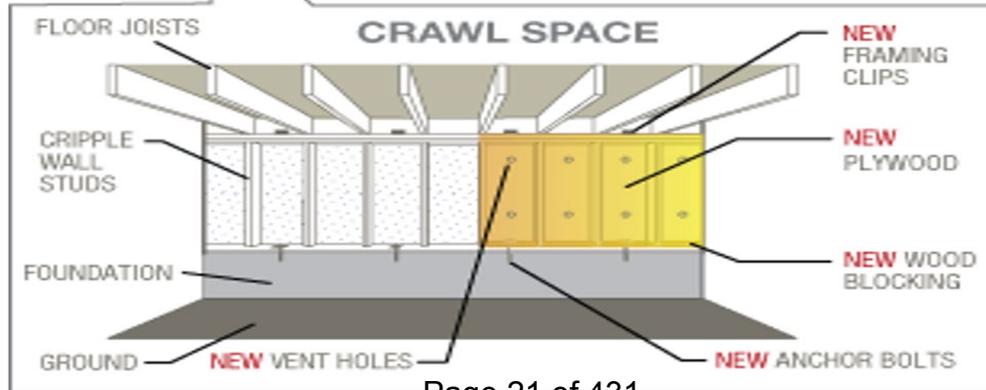
Cripple wall collapse



Brace and Bolt Retrofit



In a brace and bolt retrofit, the house is bolted to its foundation, and if there is a cripple wall, it is braced.



Retrofit Example



EBB Program Process

EBB Program:

- Participants chosen by random selection after registration closes
- Homeowners will be accepted into the program or put on a waiting list

Homeowner must be accepted by EBB before getting permit. Once accepted, they have 3 months to:

- Decide to DIY or hire a contractor on EBB Contractor Directory
- Submit required pre-retrofit documents to EBB

EBB Program Process (continued)

Once approved by EBB, pre-retrofit documents will be forwarded to FEMA, and:

- After EBB receives approval from FEMA (estimated 10 weeks after submission), homeowner will be notified
- Homeowner will have 6 months from that date to complete retrofit and submit post-retrofit documents

EBB Program Documentation

Required Photos Before and After Retrofit



All exterior house photos must:

- be date stamped
- be digital and clearly show front, back and sides
- show corners connecting side and back or side and front
- show from roof to ground and adjust, if possible, around bushes, trees etc. to show as much of house as possible

BEFORE AND AFTER CHECKLIST

Image	Description	Before	After
View 1	Front of house	<input type="checkbox"/>	<input type="checkbox"/>
View 2	Front of house and left side	<input type="checkbox"/>	<input type="checkbox"/>
View 3	Back of house and right side	<input type="checkbox"/>	<input type="checkbox"/>
View 4	Back of house and left side	<input type="checkbox"/>	<input type="checkbox"/>
View 5	Front of house and right side	<input type="checkbox"/>	<input type="checkbox"/>
Entrance to crawl space	Access to crawl space and include something (ruler, yard stick, etc.) for scale		<input type="checkbox"/>
Pre-Retrofit Crawl Space 1	Photo showing foundation, and cripple walls, if present.	<input type="checkbox"/>	
Pre-Retrofit Crawl Space 2	Photo of different section of foundation, and cripple walls, if present.	<input type="checkbox"/>	
Pre-Retrofit Crawl Space 3	Photo of a third view of foundation, and cripple walls, if present.	<input type="checkbox"/>	
Post-Retrofit Crawl Space 1	Photo taken from the same location as "Pre-Retrofit" photo 1		<input type="checkbox"/>
Post-Retrofit Crawl Space 2	Photo taken from the same location as "Pre-Retrofit" photo 2		<input type="checkbox"/>
Post-Retrofit Crawl Space 3	Photo taken from the same location as "Pre-Retrofit" photo 3		<input type="checkbox"/>
Water Heater 1*	Front of strapped water heater		<input type="checkbox"/>
Water Heater 2*	One side of strapped water heater		<input type="checkbox"/>

*Sample photos of water heater not provided. See EBB website

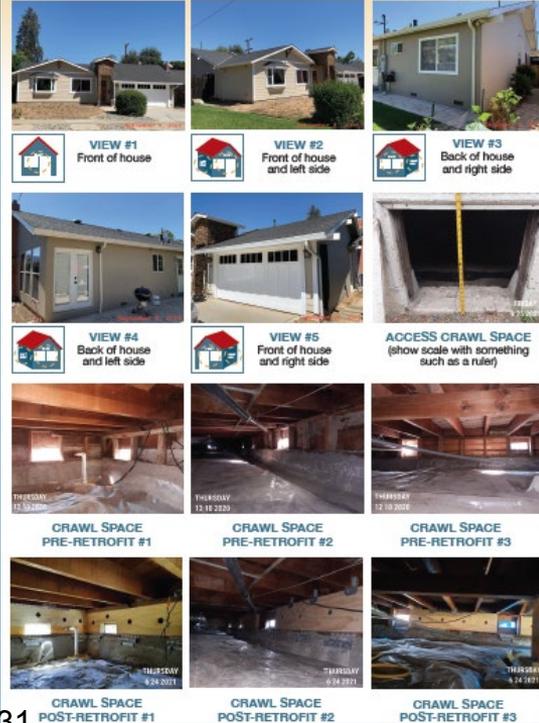
Check to make sure you've taken each photo.

APP Resources for Photos*

- | | |
|--------------------|--------------------------|
| IPHONE | ANDROID |
| • PhotoMarks | • Vignette—Photo Effects |
| • DateStamp | • Auto Stamp |
| • Timestamp Camera | |

*EBB does not recommend, endorse or approve of any of these Apps. EBB provides this list as a convenience only. There are other Apps available.

Examples of Required Photos



Typical Retrofit Costs

- Between \$3,000 and \$7,000 depending on the location and size of the house, contractor fees, and the amount of materials/work involved
- Most homeowners decide to hire a contractor to do the retrofit work instead of doing it themselves
- If the homeowner is an experienced do-it-yourselfer, a retrofit can cost less than \$3,000

Reasons to Retrofit

- Reside in an active seismic zone
- Better chance of surviving an earthquake
- Improve home's ability to act as shelter
- Reduce cost of repair after an earthquake
- Reduce insurance premiums/deductibles
- Return on investment (ROI)

Tools Needed For Retrofitting

TOOL	PURPOSE
Measuring tape	Measuring walls, spacing, lumber
Circular saw	Cutting plywood and 2x lumber
Rotohammer drill	Drilling into concrete
Carbide-tipped drill bits ¹	For use with rotohammer <i>(bit must share compatible shank type with rotohammer)</i>
Socket wrench or impact wrench ¹²	Installing Titen HD [®] screw anchors, Strong-Bolt [®] 2 wedge anchors, or threaded-rod anchor with SET-XP [®] anchoring adhesive ²
Drill with driver attachment	Driving Strong-Drive [®] SDS (3/8" driver) or SD (1/4" driver) screws
Hammer	Installing A35 angles in areas with clearance
Hammer or nail gun	Nailing off sheathing and installing blocking
Palm nailer <i>(optional)</i>	Installing nails in sheathing or A35 angles and blocking in areas with little vertical clearance
Air compressor	Required for nail gun or palm nailer, also handy for cleaning dust out of holes for anchors
Chalk line	Marking nail lines on sheathing
3" Hole saw drill bit	Drilling ventilation holes in sheathing



Palm Nailer



Rotohammer Drill

Contractor Directory

On EBB and CEA BB websites



Contractor Directory

SEARCH FOR FEMA-TRAINED CONTRACTORS

The Contractor Directory is a list of contractors who have successfully completed the FEMA training for seismic retrofit of single family wood-frame houses. The Directory is provided as a service and is not an endorsement or approval of any contractor.

EBB is not responsible for confirming the contractor is licensed in the State of California. To verify the contractor is licensed and in good standing, visit the Contractor State License Board website.

To search for a contractor, enter your zip code and choose between a 5 and 100 mile radius. You can also search by Company Name or Contractor License Number.

ZIP Code:

Within: More

Retrofit Programs:

ZIP Code:

Distance:

- OR -

Logo	Business Name	Contact
	PREMIER CHOICE RESTORATION 5173 Waring Rd. Ste 151, San Diego, CA 92120 (License # 911538)	Email: rick@premierchoiceresoration.com Phone: (619) 259-6304 Web: http://premierchoiceresoration.com

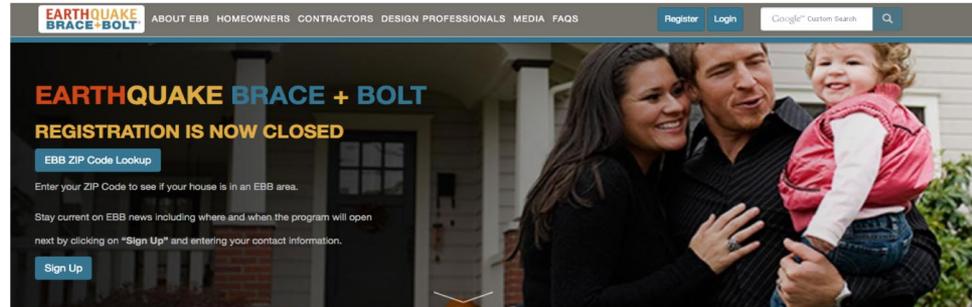
Page 29 of 431 [View more results](#)

If using a contractor, EBB homeowners must choose a contractor from the Directory.

Homeowner Registration

EBB Homeowner Registration January 10 through February 21, 2024

www.EarthquakeBraceBolt.com



Homeowners



Contractors



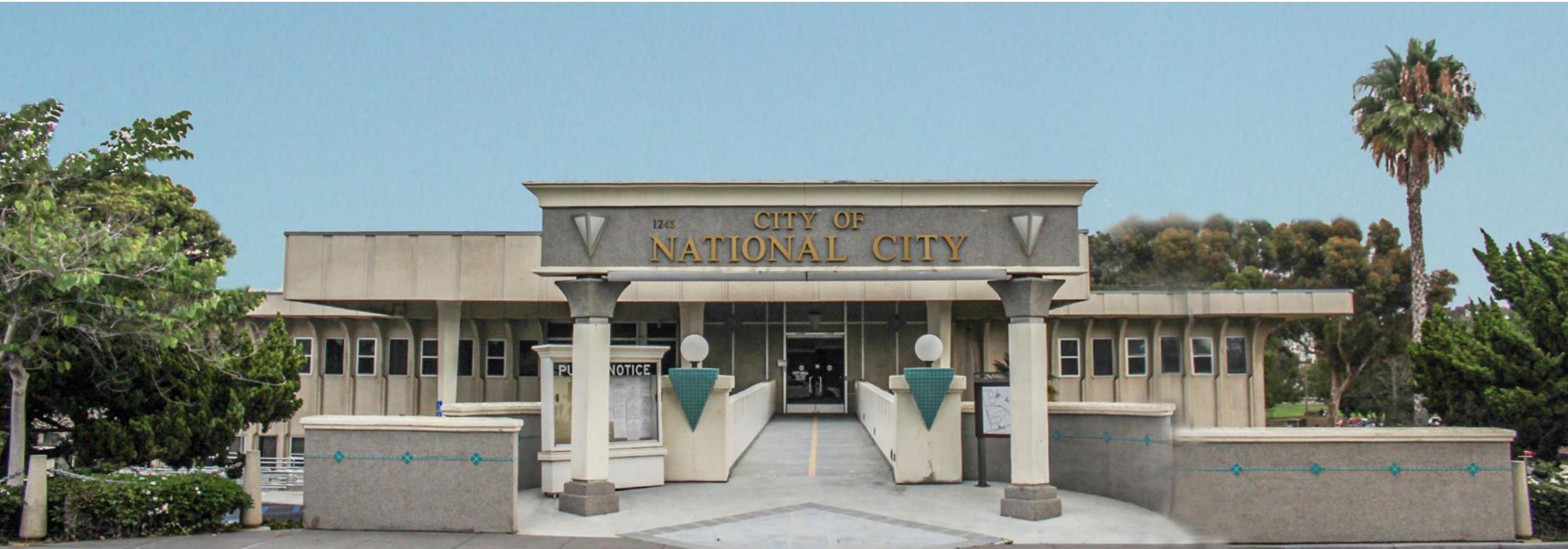
Building
Professionals



Licensed Design
Professional

Questions





City of National City City Council Meeting

JANUARY 16, 2024





What is the HOME Program?

- ❖ MODELED AFTER THE SUCCESSFUL LA MESA HOME TEAM PROGRAM.
- ❖ PARTNERSHIP BETWEEN THE NATIONAL CITY POLICE DEPARTMENT AND HOME TEAM.
- ❖ UTILIZE AN OUTREACH WORKER AND A CODE ENFORCEMENT OFFICER TO RESPOND TO NON-EMERGENCY CALLS FOR SERVICE RELATED TO HOMELESSNESS.
- ❖ OFFER SERVICES AND HOUSING OPPORTUNITIES TO INDIVIDUALS EXPERIENCING HOMELESSNESS.



The Community We Serve



Benefits for National City

- PROVIDES TRAINED SOCIAL AND MENTAL HEALTH PROFESSIONALS TO ADDRESS NON-EMERGENCY CALLS THAT COULD BE ADDRESSED THROUGH DE-ESCALATION AND COUNSELING.
- ADDRESSES GAPS IN SERVICE FOR THE HOMELESS POPULATION SUCH AS TRANSPORTATION, CONNECTION TO ONGOING MENTAL AND SOMATIC HEALTHCARE, AND ASSISTING WITH NAVIGATING THE JUDICIAL SYSTEM.
- ENHANCES SERVICES TO THE LOCAL HOMELESS POPULATION, RESIDENTS, AND BUSINESSES TO ADDRESS NON-EMERGENCY CALLS.
- PROVIDES AN ALTERNATIVE OTHER THAN A POLICE OFFICER RESPONSE.



Statistical Overview

JUNE 2023 THROUGH DECEMBER 2023

- 89 – TOTAL CLIENTS SERVED
- 58 – SERVICE REQUESTS DISPATCHED FROM NCPD
- 67 – COMMUNITY REQUESTS FOR SERVICE
- 16 – PEOPLE PERMANENTLY HOUSED
- 9 – ADDITIONAL PEOPLE TEMPORARILY HOUSED
- 168 – HOMELESS CONCERNS RECEIVED ON SECLICKFIX

TOTAL OF 25 PEOPLE PLACED INTO HOUSING.

****These statistics are combined from HMIS (Homeless Management Information System), SeeClickFix, Dispatch, and self initiated requests. Numbers are un-duplicated****

**TOGETHER
WE
CAN!**

Success Stories

- HEART REVOLUTION CHURCH PAID FOR CLIENT'S HOTEL STAY AND THE NEXT DAY THE FAMILY WENT INTO A DV SHELTER.
- HOME ASSISTED A CLIENT THAT IS NOW PERMANENTLY PLACED INTO NEW PALACE HOTEL.
- HOME ASSISTED TWO CLIENTS WITH THE APPLICATION PROCESS FOR NESTOR SENIOR VILLAGE. MOVE-IN DATE WILL BE IN JANUARY.
- HOME ASSISTED WITH CAL-FRESH, HEALTH SERVICES, AND MEDI-CAL.
- HELPED A CLIENT MOVE-IN AS WELL AS ASSISTED WITH TRANSPORTATION.
- ELDERLY WOMAN IN HER SEVENTIES PLACED IN A NURSING HOME.

Partnerships and Collaboration

EXTERNAL ENTITY PARTNERSHIPS:

- County of San Diego
- Regional Task Force on Homelessness
 - Point in Time Homeless Count to be completed January 25, 2024.
 - <https://www.rtfhsd.org/about-coc/weallcount-pitc/>
 - *HOME Team follows Regional Task Force policies and procedures.*
- Paradise Valley Hospital
- Cal-Trans, Public Works, Parks & Recreation

PROVIDERS:

- Heart Revolution Church
- Healing Oaks Substance Abuse Clinic
- Rescue Mission
- Family Health Center (FHC)
- McAlister Institute
- Veterans Village
- Salvation Army Rehabilitation Center

Future San Diego Rescue Mission Navigation Center





AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Approval of City Council Meeting Minutes.

RECOMMENDATION:

Approve and file.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Meeting Minutes:

- Special City Council Meeting of November 21, 2023
- Regular City Council Meeting of November 21, 2023
- Special City Council Meeting of December 5, 2023
- Regular City Council Meeting of December 5, 2023
- City Council Workshop – Focused General Plan Update of December 7, 2023
- City Council Workshop – Focused General Plan Update of December 11, 2023
- Cancellation Notice of a Regular City Council Meeting of December 19, 2023
- Cancellation Notice of a Regular City Council Meeting of January 2, 2024

FINANCIAL STATEMENT:

Not applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Special City Council Meeting Minutes of November 21, 2023

Exhibit B – Regular City Council Meeting Minutes of November 21, 2023

Exhibit C – Special City Council Meeting Minutes of December 5, 2023

Exhibit D – Regular City Council Meeting Minutes of December 5, 2023

Exhibit E – City Council Workshop – Focused General Plan Update Minutes of December 7, 2023

Exhibit F – City Council Workshop – Focused General Plan Update Minutes of
December 11, 2023

Exhibit G – Cancellation Notice of a Regular City Council Meeting of December 19, 2023

Exhibit H – Cancellation Notice of a Regular City Council Meeting of January 2, 2024



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

November 21, 2023, 4:30 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present: **Councilmember Bush** *(arrived 4:45 p.m.)*
 Councilmember Rodriguez
 Councilmember Yamane
 Vice-Mayor Molina
 Mayor Morrison

Others Present: **Ben Martinez, Interim City Manager**
 Barry J. Schultz, City Attorney
 Shelley Chapel, City Clerk *(via Zoom)*

1. CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:34 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush *(arrived 4:45 p.m.)*, Rodriguez, Yamane, Molina, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice-Mayor Molina led the Pledge of Allegiance.

4. PUBLIC COMMENT

One (1) Written Comment received Jesse n. Marquez

5. CLOSED SESSION

Members retired into Closed Session at 4:36 p.m. Bush (arrived 4:45 p.m.), Rodriguez, Yamane, Molina, Morrison, Schultz, and Martinez (left Closed Session at 4:40 p.m., and reentered at 4:51 p.m.)

All members returned to the Open Session at 5:58 p.m. with all members present in attendance: Bush, Rodriguez, Yamane, Molina, Morrison, Schultz, and Martinez.

5.1 **PUBLIC EMPLOYMENT**

Government Code Section 54957.6

Position to be filled: City Manager

5.2 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant Exposure to Litigation

Government Code Section 54956.9(d)(2)

Number of potential case: 1

6. **ADJOURNMENT**

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, on Tuesday, November 21, 2023, at 5:58 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:58 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of January 16, 2024.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

**November 21, 2023, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

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

Others Present: Ben Martinez, Interim City Manager
Barry Schultz, City Attorney
Shelley Chapel, City Clerk (*via Zoom*)
Carlos Aguirre, Acting Deputy City Manager/Housing Authority
Director
Molly Brennan, Administrative Services Director
Danielle Ghio, Principal Librarian
Brian Hadley, Building Official/Acting Director of Community
Development
Tonya Hussain, Executive Secretary
Stephen Manganiello, Director of Public Works/City Engineer
Sergio Mora, Fire Chief
Martin Reeder, Planning Manager
Jose Tellez, Chief of Police

1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:16 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Bush led the Pledge of Allegiance.

4. INVOCATION

Delivered by Jamie Labrake, Sychuan Band of the Kumeyaay Nation.

Mayor Morrison left the dais at 6:18 p.m. and returned at 6:19 p.m.

5. PUBLIC COMMENT

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

Six (6) speakers provided in-person comments and three (3) people provided virtual comment.

In-Person Comment:

Jerry Potts
Truth
Edward Nieto
Geoffrey Schrock
Joan Rincon
Rob Umana

Virtual Comment:

Judi Strang
Becky Rapp
Kelly McCormick

Councilmember Bush left the dais at 6:35 p.m. and returned at 6:36 p.m.

6. PROCLAMATIONS AND RECOGNITION

6.1 Native American Heritage Month

Mayor Morrison introduced Cody Martinez, Sycuan Band of the Kumeyaay Nation who accepted the proclamation.

In-person comment received from Truth (*heard during Item 7.1*).

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

7.1 Sweetwater Authority - We're Here to Serve

Presented by Sweetwater Authority Director of Finance Rich Stevenson and Director of Engineering and Operations Eric Del Bosque.

In-person comment received from Karen Henry and Truth.

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

Councilmember Rodriguez had nothing to report.

Councilmember Bush had nothing to report.

Councilmember Yamane had nothing to report, but announced continued support of Sweetwater Authority community health and environmental education.

Vice-Mayor Molina reported on SANDAG.

Mayor Morrison had nothing to report.

Port of San Diego Commissioner Sandy Naranjo provided a report on the recent Board Meeting.

In-person public comment received from Joan Rincon.

9. **CONSENT CALENDAR**

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to approve Consent Calendar Items 9.1, 9.2, 9.4, and 9.6 with Item 9.7 pulled from the agenda and Items 9.3 pulled by Councilmember Yamane and 9.5 pulled by Councilmember Rodriguez.

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

In-person comment received from Truth.

Motion carried by unanimous vote.

9.2 Approval of City Council Meeting Minutes.

Approve and file.

In-person comment received from Truth.

Motion carried by unanimous vote.

Item pulled for discussion by Councilmember Yamane.

9.3 Affordable Housing Density Bonus Agreement for 200 E 31st Street

Adopted Resolution No. 2023-161

Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, Approving an Affordable Housing Density Bonus Agreement and Related Documents with KD Cove, LLC, a California Limited Liability Company, and Restricting the Rent and Occupancy of Five Units to Very-Low-Income

Households in Exchange for One Incentive Pursuant to California Government Code Sections 65915–65918 for the Development of 92 Housing Units Located at 200 E 31st Street in National City.”

In-person comment received from Truth.

ACTION: Motion by Councilmember Yamane, seconded by Mayor Morrison to postpone the item to the City Council meeting of December 5, 2023, and for the applicant to appear.

Motion carried by unanimous vote.

Councilmember Bush left the dais at 7:31 p.m. and returned at 7:36 p.m.

9.4 Investment Report for the Quarter Ended September 30, 2023.

Accept and File the Investment Report for the Quarter Ended September 30, 2023.

In-person comment received from Truth.

Motion carried by unanimous vote.

Item pulled for discussion by Councilmember Rodriguez.

9.5 Organized Retail Theft Prevention Grant Program Award of \$935,100 to the City of National City for the Period of October 1, 2023 to June 1, 2027.

Adopted Resolution No. 2023-162

Adopt a Resolution entitled, “Resolution of the City Council of the City of National City, California, 1) Authorizing the Acceptance of Organized Retail Theft Prevention Grant Program Funds in the Amount of \$935,100 from the Board of State and Community Corrections, 2) Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of \$935,100, 3) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.220, and 4) Authorizing the City Manager to Enter into an Agreement with Flock Safety to Implement an Automated License Plate Reader Program.”

In-person comment received from Truth.

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

Motion carried by unanimous vote.

9.6 Second Amendments to On-Call Consultant Agreements for City’s Capital Improvement Program (CIP)

Adopted Resolution No. 2023-163

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute Second Amendments to the Agreements by One Year and Increase the Not-to-Exceed Amounts by \$1,000,000 each for a Total Not-to-Exceed Amount of \$4,000,000 each." With the following On-Call Consultants: A) HDR Engineering, Inc.; B) Kimley-Horn and Associates, Inc.; C) KTU&A; D) NV5, Inc.; and E) WSP USA Inc.."

Motion carried by unanimous vote.

Item pulled from the agenda.

- 9.7 Temporary Use Permit – Kimball Park Winter Carnival hosted by Paul Maurer Shows at Kimball Park from Thursday, February 29, 2024 through Sunday, March 3, 2024 with No Waiver of Fees.

Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees and in Accordance with City Council Policy No. 802.

Motion carried by unanimous vote.

10. CONTINUED PUBLIC HEARING

- 10.1 Introduction and First Reading of the Ordinance Establishing Speed Limits Based on Engineering and Traffic Surveys

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

In-person public comment was received from Truth. One (1) written comment was received from Ted Godshalk.

Councilmember Yamane left the dais at 7:55 p.m. and returned at 7:57 p.m.

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

Ayes: Bush, Rodriguez, Molina, Morrison

Absent: Yamane

Motion approved by 4-0 vote.

Public Hearing closed at 7:55 p.m.

Recommendation: Introduce the Ordinance by First Reading, entitled, "Ordinance of the City Council of the City of National City, California, Establishing Speed Limits on Various Streets Based on Engineering and Traffic Surveys and Authorizing the Director of Public Works to Post Speed Limit Signs Consistent with the Recommendations of the Engineering and Traffic Surveys."

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

Ayes: Bush, Rodriguez, Molina, Morrison
Absent: Yamane

Motion approved by 4-0 vote.

11. **PUBLIC HEARING**

- 11.1 Second Reading and Adoption of Ordinances Amending National City Municipal Code Section 10.70 – Police Regulated Business Regulations and 10.79 – Massage Establishments.

Adopted Ordinance 2023-2523 and 2023-2524

Mayor Morrison declared the Public Hearing open at 7:58 p.m.

There was no public comment.

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

Motion carried by unanimous vote.

Recommendation: Second Reading and Adoption of the Ordinances Entitled: “An Ordinance of the City Council of the City of National City, California, Amending Chapter 10.70 Police Regulated Business Regulations of the National City Municipal Code; and

An Ordinance of the City Council of the City of National, California, Amending Chapter 10.79 Massage Establishments Regulations of the National City Municipal Code.”

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

Motion carried by unanimous vote.

12. **STAFF REPORTS**

- 12.1 Presentation on Transitioning from a General Law City to a Charter City

City Clerk Chapel and City Attorney Schultz provided the report.

In-Person Public Comment:

Edward Nieto

Kelsey Genesi

Truth

Joan Rincon

Dukie Valderrama

Virtual Comment:

Ansermio Estrada

Brigette Browning

Recommendation: Provide staff direction by choosing one of the following options:

1. Take No Action and Table the Issue.
2. Direct Staff to take Steps to Prepare the City Council to Draft a City Charter.
3. Direct Staff to Initiate the Process for Soliciting Applications for Appointment to a City Charter Advisory Committee.
4. Direct Staff to take the Necessary Steps to Prepare for the Election of a 15-Member Charter Commission.

Councilmember Bush left the dais at 8:25 p.m. and returned at 8:25 p.m.

ACTION: Motion by Councilmember Rodriguez to approve Option No. 3 – Direct Staff to Initiate the Process for Soliciting Applications for Appointment to a City Charter Advisory Committee and to explore different options for voting systems including Primary or Rank Choice voting, and to include independent redistricting to be part of the City Charter, and tying Councilmember salaries to regional salaries, seconded by Councilmember Bush.

Friendly amendment by Councilmember Bush to include contracting benefits.

Substitute Motion by Mayor Morrison to approve Option No. 1 – Take No Action and Table the Issue, seconded by Vice-Mayor Molina.

Ayes: Yamane, Molina, Morrison

Nays: Bush, Rodriguez

Motion carried by 3-2 vote.

13. CITY MANAGER'S REPORT

No report.

14. ELECTED OFFICIALS REPORT

Closing remarks were provided by City Treasurer, and members of the City Council.

15. CITY ATTORNEY REPORT

CLOSED SESSION

Mayor Morrison introduced City Attorney Schultz who announced that there was no reportable action on both Closed Session items.

5.1 PUBLIC EMPLOYMENT

Government Code Section 54957.6

Position to be filled: City Manager

5.2 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant Exposure to Litigation

Government Code Section 54956.9(d)(2)

Number of Potential Cases: 1

16. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, December 5, 2023, 6:00 p.m., in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 9:39 p.m.

Tonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of January 16, 2024.

Ron Morrison, Mayor



SPECIAL MEETING MINUTES OF THE CITY COUNCIL

**December 5, 2023, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

Present: **Councilmember Bush** *(via Zoom SB 2449)*
 Councilmember Rodriguez
 Councilmember Yamane
 Vice-Mayor Molina
 Mayor Morrison

Others Present: **Ben Martinez, Interim City Manager**
 Barry J. Schultz, City Attorney
 Shelley Chapel, City Clerk *(via Zoom)*

1. CALL TO ORDER

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

AB 2449 Request:

City Councilmember Bush requested to attend the meeting virtually due to “Just Cause. “

Mayor Morrison explained the protocol for AB 2449 Teleconference Attendance of a City Councilmember.

Mayor Morrison confirmed that at least a quorum of the legislative body was present at the location of the meeting in City Council Chamber as identified on the agenda.

Mayor Morrison confirmed a two-way visual and telephonic service and a live webcasting of the meeting to allow the public to hear, and observe the meeting was available, and the opportunity for public to attend via call—in option, Zoom, and in-person location of the meeting.

This was the fourth (4) virtual City Council Meeting Councilmember Bush has attended in 2023 under the AB 2449 provision. Councilmember Bush stated that no one was over the age of 18 in the same location as he is.

ACTION: The remote participation of Councilmember Bush due to “Just Cause” was approved unanimously.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Not conducted.

4. PUBLIC COMMENT

No public speakers.

5. CLOSED SESSION

Members retired into Closed Session at 5:14 p.m. Bush, Rodriguez, Yamane, Molina, Morrison, Schultz, and Martinez.

All members returned to the Open Session at 6:12 p.m. with all members present in attendance: Bush, Rodriguez, Yamane, Molina, Morrison, Schultz, and Martinez.

5.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation

Government Code Section 54956.9(d)(2)

Number of Potential Cases: 2

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, on Tuesday, December 5, 2023, at 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 6:12 p.m.

Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of January 16, 2024.

Ron Morrison, Mayor



REGULAR MEETING MINUTES OF THE CITY COUNCIL

**December 5, 2023, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA**

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

Others Present: Ben Martinez, Interim City Manager
Barry Schultz, City Attorney
Shelley Chapel, City Clerk
Carlos Aguirre, Acting Deputy City Manager/Housing Authority
Director
Molly Brennan, Administrative Services Director
Danielle Ghio, Principal Librarian
Brian Hadley, Building Official/Acting Director of Community
Development
Tonya Hussain, Executive Secretary
Stephen Manganiello, Director of Public Works/City Engineer
Sergio Mora, Fire Chief
Alex Hernandez, Interim Chief of Police
Richard Romero, Assistant City Attorney

1. **CALL TO ORDER**

A Regular Meeting of the City Council of the City of National City was called to order at 6:17 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

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

AB 2449 Request:

Councilmember Bush requested to attend the meeting virtually due to “just cause.”

Mayor Morrison explained the protocol for AB 2449 Teleconference Attendance of a City Councilmember.

Mayor Morrison confirmed that at least a quorum of the legislative body was present at the location of the meeting in City Council Chamber as identified on the agenda.

Mayor Morrison confirmed a two-way visual and telephonic service and a live webcasting of the meeting to allow the public to hear, and observe the meeting was available, and the opportunity for public to attend via call—in option, Zoom, and in-person location of the meeting.

This was the fourth virtual City Council Meeting Councilmember Bush attended in Calendar Year 2023 under the AB 2449 provision. Councilmember Bush confirmed there was no other individual over the age of 18 present at the remote location with him.

ACTION: The remote participation of Councilmember Bush due to “Just Cause” was approved unanimously.

Roll Call Vote to allow Councilmember Bush to attend virtually via AB 2449.

Councilmembers present: Bush (*via Zoom*), Rodriguez, Yamane, Molina, Morrison

2. **ROLL CALL**

Councilmembers present: Bush (*via Zoom*), Rodriguez, Yamane, Molina, Morrison

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

Councilmember Rodriguez led the Pledge of Allegiance.

4. **INVOCATION**

Delivered by Vice-Mayor Molina.

Item #7.1 heard out of order

7.1 Presentation of 2024 Storm Water Calendar Winners

Presented by Management Analyst II Tirza Gonzales.

5. PUBLIC COMMENT

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

Three (3) speakers provided in-person comments, three (3) people provided virtual comment and one (1) written comment was received.

Virtual Comment:

Barbara Gordon

Judi Strang

Becky Rapp

Written Comment:

Diane Grace

Mayor Morrison left the dais at 6:43 p.m. and returned at 6:44 p.m.

In-Person Comment:

Ted Godshalk

Edward Nieto

Rob Umana

6. PROCLAMATIONS AND RECOGNITION

6.1 Introduction of New City Employees

Eric Dennis, Community Development Department, introduced Building Inspector Jose Solis.

City Engineer Steve Manganiello and Supervising Custodian Christopher Garcia introduced Street & Wastewater Maintenance Superintendent Arturo Gonzalez, Building Trades Specialist Dustin Ellis, Maintenance Worker Manuel Aguirre, and Custodian Andrew Del Sol Williams.

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

7.2 ARTS Annual Presentation

Presented by ARTS Executive Director James Halliday.

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

Councilmember Rodriguez provided an update on SANDAG Mobility Working Group.

Councilmember Bush provided an update on Metropolitan Transit System.

Councilmember Yamane spoke to her attendance at two conferences for water reuse.

Vice-Mayor Molina had no report.

Mayor Morrison reported on the subject of Sweetwater Authority future meetings and his attendance at the National Association of Regional Councils.

Port of San Diego Commissioner Sandy Naranjo provided an update and invited the community to attend the Fourth Annual South Bay Holiday event to be held Thursday, December 7, 2023.

9. CONSENT CALENDAR

ACTION: Motion by Councilmember Yamane, seconded by Mayor Morrison to add agenda item 9.23 to the agenda.

Motion carried by unanimous vote.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to approve all Consent Calendar Items with the exception of Items 9.4, 9.10, and 9.23 pulled by Councilmember Yamane and Item 9.6 pulled by Vice-Mayor Molina, Items 9.7, and 9.12 pulled for Public Comment. Councilmember Rodriguez recused on Item 9.12.

Motion carried by unanimous vote.

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

Motion carried by unanimous vote.

9.2 Approval the Local Appointments List – Maddy Act Requirement

Approve the Local Appointments List for 2024 and Authorize the City Clerk to post the list at City Hall and Post End of Term Vacancies on the City Website.

Motion carried by unanimous vote.

9.3 Acceptance of State Active Transportation (ATP) Program Funding for the Construction Phase of the National City Bicycle Wayfinding Project.

Adopted Resolution No. 2023-164

Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, Authorizing the Establishment of an Appropriation of \$832,000 and a Corresponding Revenue Budget for the Construction Phase of the National City Bicycle Wayfinding Project, Reimbursable through the State Active Transportation Program Approved by Caltrans.”

Motion carried by unanimous vote.

Item pulled by Councilmember Yamane

9.4 Affordable Housing Density Bonus Agreement for 200 E 31st Street

Adopted Resolution No. 2023-165

Steven Gaspar with Kier Builders addressed the City Council on behalf of KD Cove, LLC. Planning Manager Martin Reeder answered questions posed by the City Council.

Councilmember Bush exited Zoom visibility at 7:40 p.m. and returned at 7:41 p.m.

Recommendation: Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Approving an Affordable Housing Density Bonus Agreement and Related Documents with KD Cove, LLC, a California Limited Liability Company, and Restricting the Rent and Occupancy of Five Units to Very-Low-Income Households in Exchange for One Incentive Pursuant to California Government Code Sections 65915–65918 for the Development of 92 Housing Units Located at 200 E 31st Street in National City.”

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

Motion carried by unanimous vote.

9.5 Approval of Amendment to Agreement with San Diego County for Nutrition Services

Adopted Resolution No. 2023-166

Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Ratifying Amendment 11 to County Contract 561763, Increasing the Senior Nutrition Infrastructure Grant by an Amount of \$59,676 Resulting in a New Maximum Agreement Amount of \$1,939,607, and Authorizing an Increase of \$7,090 in Appropriations for Nutrition Center Kitchen Equipment with a Corresponding Increase in Revenue.”

Motion carried by unanimous vote.

Item pulled by Vice-Mayor Molina

9.6 Approving the Second Amendment to an Agreement Between the City of National City and SCI Consulting Group to Provide Cannabis-Related Management and Monitoring Services.

Adopted Resolution No. 2023-167

Economic Development Manager Pedro Garcia provided a brief report.

One written comment was received from Ted Godshalk.

Recommendation: Adopt the Resolution Entitled, “Resolution of the City Council of the City of National City, California, Approving the Second Amendment to an Agreement Between the City of National City and SCI Consulting Group for Cannabis Related Management and Monitoring Services for a Not-to-Exceed Amount of \$100,880.”

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Bush to adopt the resolution with the condition that the City Council would receive a detailed cost analysis report.

Motion carried by unanimous vote.

Item pulled for Public Comment.

- 9.7 Approval of the Agreement between the City of National City and SCI Consulting Group.

Adopted Resolution No. 2023-168

In-person public comment was received from Edward Nieto.

Economic Development Manager Pedro Garcia and Director of Administrative Services Molly Brennan answered questions posed by the City Council.

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

Recommendation: Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Enter into an Agreement Between the City of National City and SCI Consulting Group for Cannabis Related Management and Monitoring Services for a Not-to-Exceed Amount of \$27,500."

Motion carried by unanimous vote.

- 9.8 Authorize the City Manager to Execute a Third Amendment with Claims Management Associates, Inc., Extending the Term by One Year and Increasing the Not-to-Exceed Amount by \$80,000.

Adopted Resolution No. 2023-169

Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager to Execute a Third Amendment to the Agreement with Claims Management Associates, Inc. to Extend the Term of the Agreement by One Year and Increase the Not-to-Exceed Amount by \$80,000."

Motion carried by unanimous vote

- 9.9 Authorizing Submittal of Individual Grant Applications for All California Department of Resources Recycling and Recovery (CalRecycle) Grant Programs for which the City of National City is Eligible.

Adopted Resolution No. 2023-170

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing Submittal of Individual Grant Applications for all California Department of Resources Recycling and Recovery Grant Programs for which the City of National City is Eligible."

Motion carried by unanimous vote.

Item pulled by Councilmember Yamane.

9.10 Civil Service Rule VII Amendment – Employee Performance Reports

Director of Administrative Services Molly Brennan answered questions posed by the City Council.

Recommendation: Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Amending Civil Service Rule VII – Employee Performance Reports.”

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to retain the current rating language within the degrees of performance.

Amended Motion by Councilmember Bush to continue the item to the January 16, 2024 City Council meeting to allow a response from City labor groups.

Substitute Motion by Vice-Mayor Molina to postpone the item to allow representation from the Municipal Employees Association to attend the January 16, 2024 City Council meeting to address Council.

Substitute Motion by Councilmember Rodriguez, seconded by Councilmember Bush to continue the item to a future Council meeting.

Friendly amendment by Vice-Mayor Molina to include that representation from the Municipal Employees Association attend the meeting to address Council.

Motion carried by unanimous vote.

Mayor Morrison released the translator at 8:09 p.m..

9.11 Development Impact Fees Annual Report Fiscal Year 2022-23

Accept and file the report.

Motion carried by unanimous vote.

Item pulled for public comment.

9.12 Installation of two (2), 3-minute passenger loading spaces in front of Mommy's Creative Thinkers Daycare located at 834 Delta Street, valid Monday through Friday from 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 5:00 p.m.

Adopted Resolution No. 2023-172

Councilmember Rodriguez recused himself from the item, as his spouse is the owner of Mommy's Creative Thinkers Daycare and left the dais at 8:09 p.m..

City Engineer Steve Manganiello answered questions posed by the City Council. Applicant Sandra Rodriguez was present and addressed the City Council.

Councilmember Bush exited Zoom visibility at 8:24 p.m. and returned at 8:25 p.m.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of Two (2), 3-minute passenger loading spaces in front of Mommy's Creative Thinkers Daycare located at 834 Delta Street, valid Monday through Friday from 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 5:00 p.m."

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

Ayes: Bush, Yamane, Molina, Morrison
Recused: Rodriguez

Motion carried by 4-0 vote.

Councilmember Rodriguez returned to the dais at 8:30 p.m.

- 9.13 Installation of "No Parking Vehicles Over 6' High" signs to prohibit parking for oversized vehicles in front of the property at 2240 Cleveland Avenue.

Adopted Resolution No. 2023-173

One written comment was received from Ted Godshalk.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of "No Parking Vehicles Over 6' High" Signs to Prohibit Parking for Oversized Vehicles on the North and South Sides of W. 23rd Street, West of Cleveland Avenue and on the West Side of Cleveland Avenue, North of E. 23rd Street, in Front of the Property at 2240 Cleveland Avenue.

Motion carried by unanimous vote.

- 9.14 Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 318 S Kenton Avenue.

Adopted Resolution No. 2023-174

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Installation of a Blue Curb Disabled Persons Parking Space with Signage in Front of the Residence at 318 S Kenton Avenue."

Motion carried by unanimous vote.

- 9.15 Notice of Decision - Conditional Use Permit for a Drive-Through Coffee Shop (Dutch Bros Coffee) to be Located at 1638 East Plaza Boulevard.

Staff Recommends Approval of the Operation of a Drive-Through Coffee Shop, Subject to the Recommended Conditions in the Attached Resolution and a Determination that the Project is Exempt from CEQA. The Operation of a Drive-Through Coffee Shop is a Conditionally Allowed Use in the Major Mixed-Use District (MXD-2) Zone.

Motion carried by unanimous vote.

- 9.16 Ratification of a Subordination Agreement for an Affordable Housing Density Bonus Agreement for 1105 National City Blvd.

Adopted Resolution No. 2023-175

Adopt the Resolution Entitled, "Resolution of the City Council of the City Of National City, California, Ratifying A Subordination Agreement with National City Pacific Associates, LLP, A California Limited Partnership, and the California Housing Finance Agency, Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered Into on December 21, 2020 that Restricts 26 Housing Units at 1105 National City Boulevard in National City."

Motion carried by unanimous vote.

- 9.17 Ratification of a Subordination Agreement for an Affordable Housing Density Bonus Development Located at 1628 Orange Street.

Adopted Resolution No. 2023-176

Adopt the Resolution Entitled "Resolution of the City Council of the City of National City, California, ratifying a Subordination Agreement with Orange Street Partners, LLC, a California Limited Liability Company, and Quanta Finance Inc., Subordinating the Deed of Trust Securing the Performance of an Affordable Housing Density Bonus Agreement Entered into on December 12, 2022, that Restricts One Housing Unit at 1628 Orange Street in National City."

Motion carried by unanimous vote.

- 9.18 Redevelopment Obligations Payment Schedule for Fiscal Year 2024-25 (ROPS 24-25) and Associated Administrative Budget (SUCCESSOR AGENCY)

Adopted Successor Agency Resolution No. 2023-115

Adopt the Resolution Entitled, "Resolution of the Successor Agency to the Community Development Commission as the National City Redevelopment

Agency, Approving the Recognized Obligation Payment Schedule (ROPS) for the Period July 1, 2024, Through June 30, 2025 (ROPS 24-25) with Expenditures Totaling \$4,250,528, Approving the Associated Administrative Budget of \$190,000, and Approving the Submittal of both to the County of San Diego Countywide Redevelopment Successor Agency Oversight Board.”

Motion carried by unanimous vote.

9.19 Warrant Register #13 for the period of 09/22/23 through 9/28/23 in the amount of \$697,539.32

Ratify Warrants Totaling \$697,539.32

Motion carried by unanimous vote.

9.20 Warrant Register #14 for the period of 09/29/23 through 10/5/23 in the amount of \$5,162,012.71

Ratify Warrants Totaling \$5,162,012.71

Motion carried by unanimous vote.

9.21 Warrant Register #15 for the Period of 10/6/23 through 10/12/23 in the Amount of \$6,124,140.24.

Ratify Warrants Totaling \$6,124,140.24

Motion carried by unanimous vote.

9.22 Warrant Register #16 for the period of 10/13/23 through 10/19/23 in the amount of \$1,941,585.88.

Ratify Warrants Totaling \$1,941,585.88

Motion carried by unanimous vote.

Item pulled by staff.

9.23 Temporary Use Permit – Kimball Park Winter Carnival hosted by Paul Maurer Shows at Kimball Park from February 29, 2024 thru March 3, 2024 with no waiver of fees.

Councilmember Rodriguez left the dais at 8:31 p.m. and returned at 8:33 p.m.

Recommendation: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waive of fees and in accordance with City Council Policy 802.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to approve the item with the condition that the applicant obtain a Fictitious Business Name and Limited Liability Corporation certificate prior to holding the event.

Motion carried by unanimous vote.

10. PUBLIC HEARING

10.1 Second Reading and Adoption of Ordinance Establishing Speed Limits Based on Engineering and Traffic Surveys.

Adopted Ordinance No. 2023-2525

Mayor Morrison declared the Public Hearing open at 8:41 p.m.

There was no public comment.

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

Motion carried by unanimous vote.

Public Hearing closed at 8:41 p.m.

Recommendation: Adopt an Ordinance Establishing Speed Limits on Various Streets Based on Engineering and Traffic Surveys and Authorizing the Director of Public Works to Post Speed Limit Signs Consistent with the Recommendations of the Engineering and Traffic Surveys.

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

Motion carried by unanimous vote.

10.2 TEFRA Hearing Union Tower

Adopted Resolution No. 2023-177

City Attorney Barry Schultz recused himself from the item and left the dais at 8:42 p.m. Assistant City Attorney Richard Romero joined the meeting.

Housing Director Carlos Aguirre answered questions posed by the Council.

Mayor Morrison declared the Public Hearing open at 8:45 p.m.

No public comments were received.

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

Motion carried by unanimous vote.

The Public Hearing closed at 8:45 p.m.

Recommendation: Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing the Approval of a Plan of Finance Including the Issuance of Revenue Bonds by the California Municipal Finance Authority in an Aggregate Principal Amount Not-To-Exceed \$45,000,000 to Finance and Refinance a Qualified Residential Rental Project for the Benefit of an Ownership Entity to be Created by Wakeland Housing and Development Corporation”.

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

Motion carried by unanimous vote.

City Attorney Barry Schultz returned to the dais at 8:46 p.m.

11. **STAFF REPORTS**

11.1 Appointments of City Councilmember to Regional Boards and Committees for Outside Agencies

Adopted Resolution Nos. 2023-178, 2023-179, and 2023-180.

In-person public comment was received from Jose Franco Garcia and Edward Nieto.

Recommendation: Mayor to Appoint with City Council Consensus to Certain Regional Boards and Committees. Adopt Resolutions Memorializing the Appointments for the Use by Other Agencies: (1) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the San Diego Association of Governments (SANDAG) Board of Directors; (2) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the San Diego County Water Authority Board of Directors; and (3) Resolution of the City Council of the City of National City, California, Appointing Members of the City Council to the Various Regional Committee Assignments.

Recommendation: To appoint to the San Diego Association of Governments.

ACTION: Motion by Mayor Morrison to appoint Vice-Mayor Molina as the Primary, Councilmember Yamane as the Alternate, and Mayor Morrison as Second Alternate. Motion died due to lack of a second.

Substitute Motion by Councilmember Bush, seconded by Councilmember Rodriguez to retain the current appointments.

Amended motion by Councilmember Bush, seconded by Councilmember Rodriguez to appoint Councilmember Rodriguez as the Alternate.

Motion carried by unanimous vote.

Recommendation: To appoint to the SANDAG Shoreline Preservation Working Group

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to appoint Councilmember Rodriguez as the Primary and Councilmember Bush as the Alternate.

Motion carried by unanimous vote.

Recommendation: To appoint to the SANDAG Mobility Working Group

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to appoint Councilmember Rodriguez as the Primary.

Motion carried by unanimous vote.

Recommendation: To appoint to the League of California Cities

ACTION: Motion by Councilmember Bush, seconded by Councilmember Yamane to appoint Mayor Morrison as the Primary and Vice-Mayor Molina as the Alternate.

Motion carried by unanimous vote.

Recommendation: To appoint to the San Diego Community Power Joint Powers Authority Board

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to appoint Councilmember Yamane as the Primary and Councilmember Bush as the Alternate.

Motion carried by unanimous vote.

11.2 Selection of Vice-Mayor for 2024

Councilmember Bush exited Zoom visibility at 9:05 p.m. and returned at 9:06 p.m..

Recommendation: Selection of a Councilmember as Vice-Mayor May be Accomplished by Approval of a Motion per the Policy.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Rodriguez to select Councilmember Yamane as Vice-Mayor.

Motion carried by unanimous vote.

11.3 Discussion of the Levine Act – Post SB 1439

City Clerk Shelley Chapel presented the item utilizing a PowerPoint presentation.

Receive and file.

Councilmember Bush exited Zoom visibility at 9:50 p.m. and returned at 9:52 p.m.

- 11.4 Verbal Report-Out of Salary and Benefits in the Employment Agreement of the City Manager as Required by the Brown Act.

Adopted Resolution No. 2023-181

One written comment was received from Ted Godshalk.

Item introduced by City Attorney Schultz and a brief PowerPoint presentation delivered by Director of Administrative Services Molly Brennan.

Recommendation: Consider Adoption of the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Appointing Benjamin A. Martinez as City Manager and Authorizing the Mayor to Execute an Employment Agreement between the City of National City and Benjamin A. Martinez with the Effective Date of December 5, 2023."

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

Motion carried by unanimous vote.

12. CITY MANAGER'S REPORT

City Manager Ben Martinez expressed his gratitude and excitement for the future as the new City Manager. Mr. Martinez introduced Acting Community Development Director Brian Hadley who reported on food vendors. Mr. Hadley provided the report.

13. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

14. CITY ATTORNEY REPORT

CLOSED SESSION

City Attorney Schultz reported on the two Closed Session items and reported that there was no reportable action.

5.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant Exposure to Litigation

Government Code Section 54956.9(d)(2)

Number of Potential Cases: 2

15. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, January 16, 2024, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 10:22 p.m.

Tonya Hussain, Executive Secretary

The foregoing minutes were approved at the Regular Meeting of January 16, 2024.

Ron Morrison, Mayor



**MINUTES OF A SPECIAL MEETING
NATIONAL CITY COUNCIL
COMMUNITY WORKSHOP
FOCUSED GENERAL PLAN UPDATE**

December 7, 2023

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 4:10 a.m. by Mayor Morrison.

ROLL CALL

City Councilmembers Present: Bush (*arrived 4:55 p.m.*), Rodriguez, Yamane, Molina, Morrison
Administrative Officials present:

Benjamin A. Martinez, City Manager
Barry Schultz, City Attorney
Shelley Chapel, City Clerk
Carlos Aguirre, Interim Deputy City Manager/Housing
Authority Director
Martin Reeder, Principal Planner

Consultants:

Tara Lake, Senior Vice President at WSP
Laura Gates, Gates Planning Strategies
Paul Marra, Managing Principal, Keyser Marston Assoc.
Michael Tactay, Manager, Keyser Martson Assoc.

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

PRESENTATION

5.1 House National City Opt-In Density Bonus Program

Consultants and staff provided Power Point Presentation.

Councilmember Rodriguez left the dais at 4:45 p.m. and returned at 4:47 p.m.

Councilmember Bush left the dais at 5:31 p.m. and returned at 5:33 p.m.

PUBLIC COMMENT

No Public Comment

ADJOURNMENT

The meeting adjourned at 6:02 p.m.

Shelley Chapel, MMC, Secretary

The foregoing minutes were approved at the Regular Meeting of January 16, 2024

Ron Morrison, Chairman



**MINUTES OF A SPECIAL MEETING
NATIONAL CITY COUNCIL
COMMUNITY WORKSHOP
FOCUSED GENERAL PLAN UPDATE**

December 11, 2023

OPEN SESSION

CALL TO ORDER

The meeting was called to order at 4:11 p.m. by Mayor Morrison.

ROLL CALL

City Councilmembers Present: Bush, Rodriguez, Yamane, Molina, Morrison
Administrative Officials present:

Benjamin A. Martinez, City Manager
Barry Schultz, City Attorney
Shelley Chapel, City Clerk
Carlos Aguirre, Interim Deputy City Manager/Housing
Authority Director
Martin Reeder, Principal Planner
Steve Manganiello, Director of Public Works/ City Engineer

Consultants:

Tara Lake, Senior Vice President at WSP
Stephanie Whitmore, WSP

Interpretation in Spanish provided by Carlos Diaz

PLEDGE OF ALLEGIANCE TO THE FLAG led by Councilmember Bush.

PRESENTATION

5.1 Climate Action Plan Update

Consultants and staff provided Power Point Presentation.

Councilmember Bush left the dais at 5:12 p.m. and returned at 5:14 p.m.

Councilmember Rodriguez left the dais at 5:41 p.m. and returned at 5:43 p.m.

Councilmember Molina left the dais at 6:04 p.m. and returned at 6:06 p.m.

PUBLIC COMMENT

Two (2) Comment via Zoom: Corinna Contreras and Cristina Marquez

One (1) Written Comment: Kelly Lyndon

In Person (1): Ted Godshalk

ADJOURNMENT

The meeting adjourned at 6:12 p.m.

Shelley Chapel, MMC, Secretary

The foregoing minutes were approved at the Regular Meeting of January 16, 2024.

Ron Morrison, Chairman



AGENDA

Cancellation Notice of Regular Meeting

Tuesday, December 19, 2023, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. **NOTICE IS HEREBY GIVEN THAT**

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

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

2. **ACKNOWLEDGEMENT**

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



AGENDA

Cancellation Notice of Regular Meeting

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

Pages

1. NOTICE IS HEREBY GIVEN THAT

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

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

2. ACKNOWLEDGEMENT

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



AGENDA REPORT

Department: Library and Community Services
Prepared by: Danielle Ghio, Acting City Librarian
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Packard Foundation Funded Stay and Play Grant Acceptance

RECOMMENDATION:

Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing the City Manager or his Designee to Accept the Packard Foundation Funded Stay and Play Grant in the Amount of \$4,500 for FY 2024 and Authorizing the Establishment of a Library Grants Fund Appropriation of \$4,500 and Corresponding Revenue Budget.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Approved by the Board of Library Trustees at the regular meeting of December 6, 2023.

EXPLANATION:

The National City Public Library will begin a Stay and Play pilot program in 2024, which will support the foundations of early literacy development within the home and family unit. Early literacy development contributes to strong communities and families. The focus is creating programming specifically designed for family, friends, and neighbor childcare providers. By incorporating meaningful play, structured story times, literacy guidance, and caregiver resources into daily routines and interactions, families can improve their overall communication and educational outcomes.

The Packard Foundation grant is designed to support the library’s early literacy goal. The Stay and Play program will begin by providing caregivers and children access to educational toys, books, art and craft supplies, and other manipulables that facilitate the interactions between child and caregiver. The program will also provide support for early language and literacy as well as provide guidance for caregivers and their families that demonstrate high-quality surroundings and connections with children that can be easily transferred to their in-home settings.

This Packard Foundation grant is awarded in one payment of \$4,500 for FY 2024. Funds will pay for instructional materials and supplies.

FINANCIAL STATEMENT:

Adoption of the Resolution would authorize the establishment of a Library Grants Fund appropriation of \$4,500 and corresponding revenue budget.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Parks, Recreation and Library

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Stay and Play Acceptance Email
Exhibit B – Packard Stay and Play Grant Claim Form
Exhibit C – Resolution

Stay & Play Application

christian@theyerconsulting.com

Wed 9/13/2023 6:33 PM

Inbox

To: Danielle Ghio <dghio@nationalcityca.gov>;

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Danielle,

Welcome to Stay & Play!

Congratulations! Your library has been selected to participate in the Stay & Play project. You will be joining a cohort of new and continuing libraries to be part of Stay & Play expansion across California. Shana Sojoyner and I are excited to work with you and your team on this project.

I will reach out to you in the next few weeks to schedule a kick-off meeting to go over details of the project including the schedule, funding, meetings, and reporting.

For now, please do the following by **Thursday, September 20**:

- Let me know if you will be joining us on the project
- Complete this training enrollment form: <https://forms.gle/2yhUUg6bPqr2m5bG7>

Please do your best with the enrollment information. You will be able to make changes, if needed, as we get closer to the start of each course. I need this now to finalize agreements and dates with the instructors.

Please feel free to contact me with any questions.

Sincerely,

Christian Theyer
Project Manager, Stay & Play
christian@theyerconsulting.com
424.266.0366





CLAIM FORM 2023-24
Packard Stay & Play Grant #2022-74249

Library: National City Public Library

I hereby request payment as a participant in the Packard Foundation funded Stay & Play project. These funds will be used for expenses, incurred by June 30, 2024, implementing my library jurisdiction's Stay & Play program(s).

\$ 4,500.00

Signature _____

Title _____

Name _____

Date _____

Payable to: N/A
(If different than above)

Address: 1401 National City Blvd, National City, CA 91950

Approved by Paula MacKinnon

Signature _____

Date _____

EMAIL one scanned, signed copy for review to: christian@theyerconsulting.com

Then MAIL one original signature to:

Califa Group
Attn: Paula MacKinnon
330 Townsend St., Suite 133
San Francisco, CA, 94107

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACCEPT THE PACKARD FOUNDATION FUNDED STAY AND PLAY GRANT IN THE AMOUNT OF \$4,500 FOR FY 2024 AND AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANTS FUND APPROPRIATION OF \$4,500 AND CORRESPONDING REVENUE BUDGET.

WHEREAS, the Packard Foundation funded Stay and Play Grant is designed to support the Library's early literacy services goals of providing support for early language and literacy in the home; and

WHEREAS, National City Public Library will begin a Stay and Play pilot program in 2024 which will support early literacy development within the home and family unit. The focus is creating programming specifically designed for family, friends, and neighbor childcare providers; and

WHEREAS, the National City Public Library was awarded \$4,500 from the Packard Foundation to fund a Stay and Play Program for our community residents.

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

Section 1: That the City Council hereby authorizes the City Manager or designee to accept grant funds in the amount of \$4,500 from California Library Literacy Services to fund the National City Public Library's Stay and Play Program for Fiscal Year 2024, and authorizes the establishment of a Library Grants Fund appropriation of \$4,500 and a corresponding revenue budget.

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

PASSED and ADOPTED this 16th day of January, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Police Department
Prepared by: Miguel Lozano, Police Officer
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

2024 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant Number PT24128 in the Amount of \$142,000.

RECOMMENDATION:

Adopt the Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Acceptance of the 2024 Office of Traffic Safety Selective Traffic Enforcement Program Grant in the Amount of \$142,000, and Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of \$142,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The National City Police Department was approved to receive \$142,000 in grant funds from the Office of Traffic Safety (OTS). The grant was approved for a one year period beginning October 1st 2023 and concluding on September 30th 2024. This award is based upon a grant proposal submitted to the Office of Traffic Safety for the purpose of reducing the number of persons killed or injured in traffic collisions and alcohol involved collisions; to reduce fatal and injury hit and run collisions to reduce the amount of motorcyclists killed or injured; and to reduce fatal and injury collisions at intersections, where unsafe turning movements and unsafe speeds were a factor.

The grant funds allocated to accomplish these goals will be used to fund overtime operations such as DUI/DL checkpoints, DUI saturation patrols, and enforcement operations regarding speed, red light violators, distracted drivers and motorcycle enforcement within the city limits of the City of National City. There is also funding allowing for Traffic Safety presentations and purchase of learning materials.

FINANCIAL STATEMENT:

Revenue 290-11683-3498 Other Federal Grants \$142,000
Expenditure 290-411-683-* various accounts: Overtime, training, and materials and supplies \$142,000
No matching funds required.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

- Exhibit A – National City FY 2024 Grant Application
- Exhibit B – National City-PT24128-OP 10 Grant Approval email
- Exhibit C – 2024 OTS Grant agreement PT24128
- Exhibit D – Resolution

Application Information

Application No: 24-004370

Application Type:	STEP	Agency (City or County):	National City	Department (Police Dept, DA Office, etc):	National City Police Department
Authorized Representative:	Jose Tellez	DUNS/SAM Number:	DWSKT6H5J5F3	DUNS/SAM Expiration Date:	4/6/2023
DUNS/SAM Registered Address:	1243 National City Blvd	DUNS/SAM City:	San Diego	DUNS/SAM ZIP+4:	91950-4301

Application Summary

Grants Made Easy Application Titles and Descriptions are pre-populated. For General Grants, provide the Application Title and Application Description.

Application Title:

Selective Traffic Enforcement Program (STEP)

Application Description:

Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

Problem Statement:

Drunk/Impaired driving remains a big concern for police because impaired driving increases the risk that driver's will get into traffic collisions and kill or injure themselves or others. Alcohol impairment is the primary factor in traffic fatalities in the United States, where drink driving is among the most common types of arrest made by police, the number of alcohol related collision deaths is roughly the same as the number of homicides. In addition, vehicle collisions are the leading cause of death in young people ages 15-20; many of these are alcohol related.

Sources: Mothers Against Drunk Driving (MADD) and Center for Problem Oriented Policing

The National City Police Department continued to have a higher than average number of traffic fatalities in 2022. There were three fatal collision in 2020 and we had eight fatal collisions in 2021 and six in 2022. Of the six in 2022, Three of these involved pedestrians, two involved a bicyclist and one was a motorcycle. Of the six, only one was DUI related but this collision claimed the lives of two pedestrians. In 2022 there were 202 injury collisions, 27 of these involved alcohol. The collision data for National City in the calendar year 2021 shows there were 223 injury collisions, 29 of these collisions were alcohol related. The calendar year 2020 indicated there were 216 injury collisions. Eighteen of these injury collisions were alcohol related. Although the number of collisions is trending downward from 2021 to 2022, the number of alcohol related injurie collisions remains high. In 2022 from January to December there have been 202 total collisions. Of these 202 collisions there were 266 injuries as a result. Our DUI arrests have remained steady as we continue to place officers in proactive DUI enforcement roles thanks to the OTS Grant, rather than just being reactive to collisions or radio calls. In 2021 there were 199 DUI arrests. From January to October (most recent data) of 2022 there have been 132 DUI arrests.

The National City Police Department continues to struggle with challenges created by the changes in California's controlled substances laws. The legalization of Marijuana and the de-felonization of methamphetamine, heroin and cocaine all contribute to an increase in impaired driving. It is increasingly more important to have qualified DRE Officers in the field in order to properly recognize and evaluate individuals who may be driving under the influence of narcotics. It is extremely difficult to recruit and train these officers as it requires work above and beyond their normal patrol duties and they are not compensated for this extra work. Without properly trained DRE Officers, many drug DUI's arrests will either not be conducted or will not be prosecuted by the District Attorney's Office.

Long regarded as a factor contributing to collisions, speed can take two forms; exceeding the posted speed limit, and speed unsafe for the conditions present, such as heavy traffic or poor weather conditions. Speeding has been found to be directly related to the severity of vehicle collisions. As speed increases, the potential for injury also increases as the the speeder has less time to react to hazards since the vehicle is covering greater distance than it would at slower speeds. Speed increases stopping distance. Speed is the number two factor in collisions in National City.

Pedestrian safety is also a huge concern in National City. After vehicle occupants, pedestrians represent the second largest category of motor vehicle deaths. So far in 2022 we have experienced six fatal traffic collisions, One collision took the lives of two pedestrians. Of the six fatal collisions, three involved pedestrians.

In the areas listed above where there has been a decrease, I attribute this to the enforcement activities enabled by the OTS grant and the opportunity to place more pro active police officers on the streets of National City with the sole focus on traffic safety. There was a 19% increase in traffic citations from 2021 to 2022. The data also shows there were 887 traffic citations, 1,211 parking citations, and 106 traffic warnings issued in 2022. Between January and December of 2021, there were 795 traffic citations, 2,014 parking citations, and 106 traffic warnings issued. The NCPD two officer and one supervisor traffic unit are solely responsible for 60% of all citations.

Traffic Data Summary:

City Applicants: Complete the table below using the most current local data and update the 2021 years in the table (do not use the OTS Rankings or SWITRS).

County or State Applicants: Complete the table below using SWITRS data and update the 2022 years in the table.

Crash Type	2020				2021				2022			
	Crashes		Victims		Crashes		Victims		Crashes		Victims	
Fatal	3		3		8		8		6		7	
Injury	216		280		233		307		202		266	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol - Involved	0	18	0	24	3	29	3	35	1	27	2	33
Hit & Run	0	39	0	46	3	44	3	52	0	40	0	50
Nighttime (2100-0259 hours)	2	40	2	57	1	43	1	58	2	38	3	52
Top 3 Primary Crash Factors									Fatal	Injury	Killed	Injured
#1 -	Unsafe Turning Movements								0	33	0	41
#2 -	Unsafe Speed								1	12	1	15
#3 -	DUI								1	27	2	33

Proposed Solution

Equity:

The National City Police Department has worked to ensure that all the members of our department demonstrate a commitment to contemporary strategies at the forefront of our profession. Ensuring fair, impartial, equitable policing is demonstrated in our work by treating people with respect and dignity and continuing to earn the trust of our community. All the members of our department have attended Implicit Bias Training in support of our commitment to provide fair and equitable service and enforcement to the residents of our city.

Strategies:

The National City police Department will utilize a broad range of efforts to attack impaired driving with enforcement activities such as DUI/Driver's license checkpoints, DUI Saturation Patrols, as well as education by speaking at different community events and providing presentations on DUI, Distracted driving, etc. The National City Police Department will also utilize a variety of enforcement strategies as well as educational opportunities to decrease deaths and serious injuries involving pedestrians, bicyclists and motorcycles. The following specific enforcement and educational strategies will be utilized:

1. Send up to three law enforcement personnel to NHSTA Standardized Field Sobriety Testing (SFST), minimum 16 hours POST certified training.
2. Maintain the current "Hot Sheet" program to notify patrol and traffic officers to be on the lookout for identified, repeat DUI offenders with a suspended or revoked drivers license as a result of a DUI conviction.
3. Send up to three law enforcement personnel to NHSTA Advanced Roadside Impaired Driving Enforcement (ARIDE), 16 hours POST certified training.
4. Send 1 law enforcement personnel to IACP Drug Recognition Expert (DRE) training.
5. Conduct 3 DUI/DL Checkpoints, including a checkpoint during the "Winter Mobilization Period" and the "Summer Mobilization Period."
6. Conduct 27 two man DUI Saturation Patrol Operations. This would include several operations during the "Winter Mobilization Period", Independence Day, Memorial Day, Super Bowl Sunday, Cinco De Mayo, and the "Summer Mobilization" period.
7. Conduct 15 two man Traffic Enforcement Operations including but not limited to primary collision factor violations.
8. Conduct 15 two man Distracted Driver Operations targeting drivers using handheld cell phones and texting.
9. Conduct 10 two man highly publicized Motorcycle Safety Enforcement Operations in areas, or during events with a high number of motorcycle incidents or collisions.
10. Conduct 4 Traffic Safety Educational Presentations impacting at least 50 community members. Presentations will include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts, and child passenger safety.
11. Conduct 10 two man Bicycle and Pedestrian Enforcement operations during National Bicycle Safety Month (May) and California Pedestrian Safety Month (September).
12. Participate in National Distracted Driving Month in April.
13. Participate in NHTSA Click it or Ticket mobilization period in May.
14. Collect and report DUI enforcement data for the NHSTA Winter and Summer Mobilizations.

Agency Qualifications:

The National City Police Department has a dedicated traffic unit that consists of two motor officers and one Sergeant. The Sergeant is also motor qualified and conducts enforcement stops as well as participates in grant operations. The Sergeant is also responsible for writing and managing the OTS S.T.E.P grant. The traffic unit is currently down one position due to staffing issues. Additionally, the traffic unit has one professional staff member that assists with day to day administration of the S.T.E.P grant. She also assists with all clerical work a DUI/Driver's license checkpoints. The National City Police Department employs two community service officers, and one police operations assistant who assists with matters relating to finance.

The National City Police Department has a volunteer staff of three reserve officers and we currently have 8 Police Explorers. Our Explorer program had been decimated by the COVID pandemic but has since returned and is getting stronger. Because we are a smaller agency, we depend on our explorer program to assist with DUI/Drivers license checkpoints. During the pandemic we did not conduct any checkpoints but since the return of the Explorer program we have been able to conduct two checkpoints.

Within the City of National City there are two accountants with the Finance Department who provide direct administrative support in all finance related matters. Additionally, the City of National City's Community Services Division employs three full time Parking Enforcement Officers that assist with traffic related events.

Within the past nine years, the National City Police Department has received funding from the State of California Office of Traffic Safety to participate in traffic safety operations and educational programs as follows:

- \$180.000 in 2015
- \$192.000 in 2016
- \$70.000 in 2018
- \$100.000 in 2019
- \$100.000 in 2020
- \$101.500 in 2021
- \$103.000 in 2022
- \$150.000 in 2023

Continued funding for traffic safety operations, equipment and educational programs continues to assist the National City Police Department's efforts in meeting yearly stated traffic safety objectives, and maintaining the overall safety of the National City community. Police administrators and city officials have identified DUI and Pedestrian safety as significant problems within our city. With our continued partnership with OTS, the National City Police Department hopes to continue enforcement and educational efforts within our city.

Goals

Description
Reduce the number of persons killed in traffic crashes.
Reduce the number of persons injured in traffic crashes.
Reduce the number of pedestrians killed in traffic crashes.
Reduce the number of pedestrians injured in traffic crashes.
Reduce the number of bicyclists killed in traffic crashes.
Reduce the number of bicyclists injured in traffic crashes.
Reduce the number of persons killed in alcohol-involved crashes.
Reduce the number of persons injured in alcohol-involved crashes.
Reduce the number of persons killed in drug-involved crashes.
Reduce the number of persons injured in drug-involved crashes.
Reduce the number of persons killed in alcohol/drug combo-involved crashes.
Reduce the number of persons injured in alcohol/drug combo-involved crashes.
Reduce the number of motorcyclists killed in traffic crashes.
Reduce the number of motorcyclists injured in traffic crashes.
Reduce hit & run fatal crashes.
Reduce hit & run injury crashes.
Reduce nighttime (2100 - 0259 hours) fatal crashes.
Reduce nighttime (2100 - 0259 hours) injury crashes.
Custom Description

Objectives

Included	Target Number	Description
Yes	1	Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
Yes	1	Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.

Yes	6	Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.
Yes	3	Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.
Yes	3	Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
Yes	1	Send law enforcement personnel to the Drug Recognition Expert (DRE) training.
Yes	1	Send law enforcement personnel to the DRE Recertification training.
Yes	0	Send law enforcement personnel to SFST Instructor training.
Yes	0	Send law enforcement personnel to DRE Instructor training.
Yes	4	Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.
Yes	30	Conduct DUI Saturation Patrol operation(s).
Yes	0	Conduct Court Sting operation(s) to cite individuals driving to and from the court after having their driver's license suspended or revoked.
Yes	0	Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.
Yes	0	Conduct Stakeout operation(s) that employ police officers to observe the "worst of the worst" repeat DUI offender probationers with suspended or revoked driver licenses.
Yes	31	Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.
Yes	20	Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
Yes	15	Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.
Yes	0	Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).
Yes	15	Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.
Yes	4	Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.
Yes	0	Conduct Know Your Limit campaigns with an effort to reach members of the community.
Yes	4	Participate in highly visible collaborative DUI Enforcement operations.
Yes	4	Participate in highly visible collaborative Traffic Enforcement operations.
Yes	0	Send law enforcement personnel to DUI Checkpoint Planning and Management training.
Yes	2	Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.
Yes	0	Conduct Illegal Street Racing and Modified Vehicle training classes for law enforcement personnel.
Yes	0	Identify straight time personnel and report on activities completed. Include any vacancies or staff changes that have occurred.

Included	Target Number	Custom Description
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Method of Procedure

Phase 1 - Program Preparation:

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

Phase 1 - Program Preparation Addendum:

Phase 2 - Program Operations:

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

Phase 2 - Program Operations Addendum:

Phase 3 - Data Collection:

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

Phase 3 - Data Collection Addendum:

Budget

Personnel Costs

Hourly Rates - When requesting hours for personnel, enter them as straight time or overtime (for Enforcement Overtime, please use section below) and include the amount of hours that they will spend on grant operations. Example: Personnel getting paid 100% by the grant working a full year at \$41.00 per hour would be entered as Straight time, 2080 Units, \$41.00 Unit cost or Rate, and 100% Percent Paid by Grant. This gives a total of \$85,280.00 for the year.

Benefits – If requesting benefits for personnel, enter all benefits as a separate line item for each. Start the Item Name with the word 'Benefits', enter the corresponding straight time or overtime total amount in the Unit Cost or Rate, and enter the Benefits Rate to have the system calculate Benefit Costs. $(\text{Unit Cost}) \times (\text{Benefits Rate}) = \text{Benefit Costs}$. To properly relate benefits to the correct personnel line item use the Display Order field, for example use 100.0 for Display Order for the personnel line item and 100.1 for Display Order for the associated Benefits.

Display Order	Cost Category	Item Name	Position Type	Benefit Rate	Unit Cost or Rate	Units	Percent Paid by Grant	Calculated Cost to Grant
100.1	A. Personnel Costs	Benefit for Traffic Operations	Overtime	11.18%	\$65,543.04	1	100.00%	\$7,327.71
100.2	A. Personnel Costs	Benefit for DUI Operations	Overtime	11.18%	\$57,350.16	1	100.00%	\$6,411.75

Display Order	Cost Category	Enforcement Activity	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
1.0	A. Personnel Costs	DUI Saturation Patrols	DUI Saturation Patrols	\$1,365.48	27	\$36,867.96
2.0	A. Personnel Costs	DUI/DL Checkpoints	DUI/DL Checkpoints	\$6,827.40	3	\$20,482.20
3.0	A. Personnel Costs	Distracted Driving	Distracted Driving	\$1,365.48	15	\$20,482.20
4.0	A. Personnel Costs	Traffic Enforcement	Traffic Enforcement	\$1,365.48	15	\$20,482.20
5.0	A. Personnel Costs	Motorcycle Safety	Motorcycle Safety	\$1,137.90	10	\$11,379.00
6.0	A. Personnel Costs	Pedestrian and Bicycle Enforcement	Pedestrian and Bicycle Enforcement	\$1,137.90	10	\$11,379.00
7.0	A. Personnel Costs	Traffic Safety Education	Traffic Safety Education	\$455.16	4	\$1,820.64

Personnel Costs: \$136,632.66

Travel Expenses

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
201.0	B. Travel Expenses	In State Travel	\$1,000.00	1	\$1,000.00

Travel Expenses: \$1,000.00

Contractual Services

Do not include brand names or names of specific organizations.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
300.0	C. Contractual Services	contractual services	\$0.00	0	\$0.00

Contractual Services: \$0.00

Equipment (must have Unit Cost of at least \$5,000)

Do not include brand names or names of specific organizations.

Please include an equipment quote in the Upload Documents Tab

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
401.0	D. Equipment	ATS-5 Speed Alert radar/message trailer	\$21,336.43	2	\$42,672.86

Equipment: \$42,672.86

Other Direct Costs (must have Unit Cost of less than \$5,000, including tax and shipping)

Do not include brand names or names of specific organizations.

NOTE : When creating a new "Other Direct Cost" budget item, the *Standard Language Item* drop down list may not be available. When this is the case, complete only the required fields and save the budget item. Once saved, select the *Edit* button (pencil icon); the *Standard Language Item* drop down list will be available for selection. Alternatively, if not requesting a *Standard Language Item*, please utilize the *Custom Narrative* field to enter an appropriate narrative.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
501.0	E. Other Direct Costs	DUI checkpoint supplies	\$3,000.00	1	\$3,000.00
502.0	E. Other Direct Costs	Preliminary Alcohol Screening Device (PAS)	\$415.00	10	\$4,150.00
Other Direct Costs:		\$7,150.00			

Indirect Costs

Item Name should indicate the % and the Cost Category for Indirect Costs e.g. 15% of Salaries and Benefits. Use the Percent Paid by Grant for the Indirect Rate and the Unit Cost or Rate field to indicate the total amount for which Indirect Costs will be claimed. The system will calculate the Cost to Grant.

Indirect Cost Rate must be supported by a federally approved indirect cost rate letter and uploaded to the application.

Display Order	Cost Category	Item Name	Indirect Rate	Amount Subject to Indirect	Calculated Cost to Grant
600.0	F. Indirect Costs	indirect costs	0.00%	\$0.00	\$0.00
Indirect Costs:		\$0.00			

Total Requested Funding: \$187,455.52

Narrative Review

Review and update Narrative for Budget Items

Cost Category	Item	Narrative	Custom Narrative
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A. Personnel Costs	DUI Saturation Patrols	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
A. Personnel Costs	DUI/DL Checkpoints	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
A. Personnel Costs	Distracted Driving	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
A. Personnel Costs	Traffic Enforcement	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
A. Personnel Costs	Motorcycle Safety	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
A. Personnel Costs	Pedestrian and Bicycle Enforcement	Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
A. Personnel Costs	Traffic Safety Education	Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.

A. Personnel Costs	Benefit for Traffic Operations		
A. Personnel Costs	Benefit for DUI Operations		
B. Travel Expenses	In State Travel		
C. Contractual Services	contractual services		
D. Equipment	ATS-5 Speed Alert radar/message trailer		The National City Police Department currently has no speed trailers. These trailers are frequently requested by the public in residential areas with high volumes of traffic. The increased number of pedestrian and bicycle fatalities can be partially attributed to unsafe speed. These trailers have been proven to reduce speeds and increase roadway safety. These trailers would give us the ability to monitor high traffic areas and provide motorists and pedestrians with valuable information such as speed and roadway conditions. They can also be used as a messaging board for public service announcements. These trailers would conduct hassle free traffic studies, quickly resolving speeding complaints and increase driver speed awareness.
E. Other Direct Costs	DUI checkpoint supplies		To be used for tables, lighting, new traffic cones and possibly a second generator.
E. Other Direct Costs	Preliminary Alcohol Screening Device (PAS)		The PAS (preliminary alcohol screening) devices are needed during our OTS funded roving DUI operations as well as during our DUI/License checkpoints. The PAS device allows officers to quickly access the level of intoxication of the individual while still at the scene.
F. Indirect Costs	indirect costs		

Upload Documents (Optional)

Please try to include all information in the application itself, but if necessary, upload additional documents here

Document Name	Update Date/Time
National City - Tentative Award Email.pdf	7/18/2023 11:08 AM
Application Report 2023-01-13 16:28:45.pdf	1/13/2023 8:28 AM
Quote For Speed Trailer .pdf	1/11/2023 10:11 AM

Evaluation, Support, and Submittal

Evaluation, Support, and Submittal

Method of Evaluation:

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

Administrative Support:

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Total Requested Funding:

\$187,455.52

Mickey, Kristen@OTS

From: OTS Email <contact@ots.ca.gov>
Sent: Monday, November 13, 2023 6:40 AM
To: aocana@nationalcityca.gov; jtellez@nationalcityca.gov; Mickey, Kristen@OTS
Subject: Approved Office of Traffic Safety Grant (PT24128)

CAUTION: External Email. Use caution when opening links or attachments.

Dear Grantee,

The Office of Traffic Safety (OTS) has approved your traffic safety grant, Selective Traffic Enforcement Program (STEP) (PT24128), as part of the California Traffic Safety Program.

Costs incurred must be in accordance with your grant agreement and recorded in your accounting system. No other costs will be reimbursed without prior OTS approval. Grant activities prior to 10/1/2023 or after 9/30/2024 will not be reimbursed.

Within the first quarter of your grant period, your Grant Coordinator will provide you with information about operational and fiscal requirements, as well as tools to manage your new grant.

If you have any questions, please contact your Grant Coordinator, Kristen Mickey at 916-509-3018 or email kristen.mickey@ots.ca.gov.

Sincerely,
Barbara L. Rooney
Director

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY National City	3. Grant Period From: 10/01/2023 To: 09/30/2024
4. AGENCY UNIT TO ADMINISTER GRANT National City Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$142,000.00	
<p>7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:</p> <ul style="list-style-type: none"> • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
<p>A. GRANT DIRECTOR</p> <p>NAME: Damian Ballardo TITLE: Sergeant EMAIL: dballardo@nationalcityca.gov PHONE: (619) 336-4475 ADDRESS: 1200 National City Boulevard National City, CA 91950</p> <div style="text-align: right; margin-top: 20px;">  <small>DBallardo (Oct 23, 2023 13:36 PDT)</small> _____ (Signature) </div> <div style="text-align: right; margin-top: 10px;"> Oct 23, 2023 _____ (Date) </div>	<p>B. AUTHORIZING OFFICIAL</p> <p>ADDRESS: Jose Tellez Chief of Police jtellez@nationalcityca.gov (619) 336-4510 1200 National City Boulevard National City, CA 91950</p> <div style="text-align: right; margin-top: 20px;">  <small>Jose Tellez (Nov 6, 2023 13:10 PST)</small> _____ (Signature) </div> <div style="text-align: right; margin-top: 10px;"> Nov 6, 2023 _____ (Date) </div>
<p>C. FISCAL OFFICIAL</p> <p>ADDRESS: Arnold Ocana Senior Accountant aocana@nationalcityca.gov 629-336-4342 1243 National City Blvd. National City, CA 91950</p> <div style="text-align: right; margin-top: 20px;">  _____ (Signature) </div> <div style="text-align: right; margin-top: 10px;"> Oct 30, 2023 _____ (Date) </div>	<p>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</p> <p>ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p> <div style="text-align: right; margin-top: 20px;">  _____ (Signature) </div> <div style="text-align: right; margin-top: 10px;"> Nov 13, 2023 _____ (Date) </div>

1. PROBLEM STATEMENT

Drunk/Impaired driving remains a big concern for police because impaired driving increases the risk that drivers will get into traffic crashes and kill or injure themselves or others. Alcohol impairment is the primary factor in traffic fatalities in the United States, where drink driving is among the most common types of arrest made by police, the number of alcohol related crash deaths is roughly the same as the number of homicides. In addition, vehicle crashes are the leading cause of death in young people ages 15-20; many of these are alcohol related.

Sources: Mothers Against Drunk Driving (MADD) and Center for Problem Oriented Policing

The National City Police Department continued to have a higher-than-average number of traffic fatalities in 2022. There were three fatal crashes in 2020, eight in 2021, and six in 2022. Of the six fatal crashes in 2022, three of these involved pedestrians, two involved a bicyclist, and one was a motorcycle. Of the six, only one was DUI related but this crash claimed the lives of two pedestrians. In 2022 there were 202 injury crashes, 27 of these involved alcohol. The crash data for National City in the calendar year 2021 shows there were 223 injury crashes, 29 of these crashes were alcohol related. The calendar year 2020 indicated there were 216 injury crashes. Eighteen of these injury crashes were alcohol related. Although the number of crashes is trending downward from 2021 to 2022, the number of alcohol related injurie crashes remains high. In 2022 from January to December there have been 202 total crashes. Of these 202 crashes there were 266 injuries as a result. Our DUI arrests have remained steady as we continue to place officers in proactive DUI enforcement roles thanks to the OTS Grant, rather than just being reactive to crashes or radio calls. In 2021 there were 199 DUI arrests. From January to October (most recent data) of 2022 there have been 132 DUI arrests.

The National City Police Department continues to struggle with challenges created by the changes in California's controlled substances laws. The legalization of Marijuana and the de-felonization of methamphetamine, heroin and cocaine all contribute to an increase in impaired driving. It is increasingly more important to have qualified DRE Officers in the field in order to properly recognize and evaluate individuals who may be driving under the influence of narcotics. It is extremely difficult to recruit and train these officers as it requires work above and beyond their normal patrol duties and they are not compensated for this extra work. Without properly trained DRE Officers, many drug DUI's arrests will either not be conducted or will not be prosecuted by the District Attorney's Office.

Long regarded as a factor contributing to crashes, speed can take two forms: exceeding the posted speed limit and speed unsafe for the conditions present, such as heavy traffic or poor weather conditions. Speeding has been found to be directly related to the severity of vehicle crashes. As speed increases, the potential for injury also increases as the speeder has less time to react to hazards since the vehicle is covering greater distance than it would at slower speeds. Speed increases stopping distance. Speed is the number two factor in crashes in National City.

Pedestrian safety is also a huge concern in National City. After vehicle occupants, pedestrians represent the second largest category of motor vehicle deaths. So far in 2022, we have experienced six fatal traffic crashes; one crash took the lives of two pedestrians. Of the six fatal crashes, three involved pedestrians.

In the areas listed above where there has been a decrease, this can be attributed to the enforcement activities enabled by the OTS grant and the opportunity to place more proactive police officers on the streets of National City with the sole focus on traffic safety. There was a 19% increase in traffic citations from 2021 to 2022. The data also shows there were 887 traffic citations, 1,211 parking citations, and 106 traffic warnings issued in 2022. Between January and December of 2021, there were 795 traffic citations, 2,014 parking citations, and 106 traffic warnings issued. The NCPD traffic unit (two officers and one supervisor) are solely responsible for 60% of all citations.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.

unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	7
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Participate in highly visible collaborative DUI Enforcement operations.	1
16. Participate in highly visible collaborative Traffic Enforcement operations.	1
3. METHOD OF PROCEDURE A. Phase 1 – Program Preparation (1st Quarter of Grant Year) <ul style="list-style-type: none"> The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section. All training needed to implement the program should be conducted in the first quarter. All grant related purchases needed to implement the program should be made in the first quarter. In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly. Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. <p><u>Media Requirements</u> Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.</p>	
B. Phase 2 – Program Operations (Throughout Grant Year) <ul style="list-style-type: none"> The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes. <p><u>Media Requirements</u></p> <p>The following requirements are for all grant-related activities:</p> <ul style="list-style-type: none"> Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated. The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator. Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public. If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated. 	

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefit for 164AL - OT @ 11.18% - Benefits breakdown: Medicare - 1.45% Workers Comp - 9.73%
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Benefit for 402PT - OT @ 11.18% - Benefits breakdown: Medicare - 1.45% Workers Comp - 9.73%
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum and the California Traffic Safety Summit. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
Changeable Message Sign Trailer with Radar-Fully equipped changeable message sign trailer(s) with a radar device and digital display that is portable and fully programmable and will determine and display the speed of vehicles or post traffic safety information and messages during OTS funded operations.
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).
PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d et seq.](#), 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324 et seq.](#)), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

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upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 2		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 3		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 4		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
GEMS User 5		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
Form completed by: <u>Miguel A Lozano</u> <small>Miguel A Lozano (Oct 23, 2023 10:19 PDT)</small>		Date: Oct 23, 2023	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
<u>DBallardo</u> <small>DBallardo (Oct 23, 2023 13:36 PDT)</small>		DBallardo	
Signature		Name	
Oct 23, 2023		Grant Director	
Date		Title	

-  Document e-signed by Arnold Ocana (aocana@nationalcityca.gov)
Signature Date: 2023-10-30 - 10:59:01 PM GMT - Time Source: server
-  Document emailed to jtellez@nationalcityca.gov for signature
2023-10-30 - 10:59:03 PM GMT
-  New document URL requested by Arnold Ocana (aocana@nationalcityca.gov)
2023-11-06 - 8:31:18 PM GMT
-  Email viewed by jtellez@nationalcityca.gov
2023-11-06 - 9:09:33 PM GMT
-  Signer jtellez@nationalcityca.gov entered name at signing as Jose Tellez
2023-11-06 - 9:10:19 PM GMT
-  Document e-signed by Jose Tellez (jtellez@nationalcityca.gov)
Signature Date: 2023-11-06 - 9:10:21 PM GMT - Time Source: server
-  Document emailed to Carolyn Vu (Carolyn.Vu@ots.ca.gov) for signature
2023-11-06 - 9:10:22 PM GMT
-  Email viewed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)
2023-11-06 - 9:20:02 PM GMT
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-  Document emailed to Barbara Rooney (barbara.rooney@ots.ca.gov) for signature
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-  Email viewed by Barbara Rooney (barbara.rooney@ots.ca.gov)
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-  Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov)
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RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE 2024 OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF \$142,000 NUMBER PT24128, ~~AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT,~~ AND AUTHORIZING THE ESTABLISHMENT OF ~~\$142,000~~ IN AN APPROPRIATIONS ~~WITH~~ AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$142,000.

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WHEREAS, the National City Police Department (NCPD) submitted an application to the Office of Traffic Safety (OTS) for consideration for a Selective Traffic Enforcement Program (STEP) grant; and

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~~WHEREAS~~, ~~OTS awarded on October 1, 2023 the National City Police Department a~~ STEP grant in the amount of ~~was approved to receive~~ \$142,000 in grant funds from the Office of Traffic Safety; and

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WHEREAS, the purpose of the STEP grant is to implement programs to reduce the number of persons killed or injured in traffic collisions and alcohol related accidents; and

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WHEREAS, the STEP grant funds will be used to fund operations such as DUI/Driver's License checkpoints, DUI saturation patrols and other enforcement operations relating to speed and red light violations.

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

Section 1: That the City Council hereby authorizes the acceptance of the Safety Selective Traffic Enforcement Program grant, grant number PT24128, from the Office of Traffic Safety in the amount of \$142,000 ~~from the Office of Traffic Safety for the Selective Traffic Enforcement Program (STEP) grant 2024 to conduct DUI and traffic related enforcement operations.~~

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Section 2: ~~That the City Council hereby authorizes the City Manager to execute the Grant Agreement, attached to the Agenda Report as Attachment A.~~

Section 3: ~~That the City Council authorizes the establishment of \$142,000 in an~~ appropriations ~~and with~~ a corresponding revenue budget in the amount of \$142,000.

Section 34: 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 16th day of January, 2024.

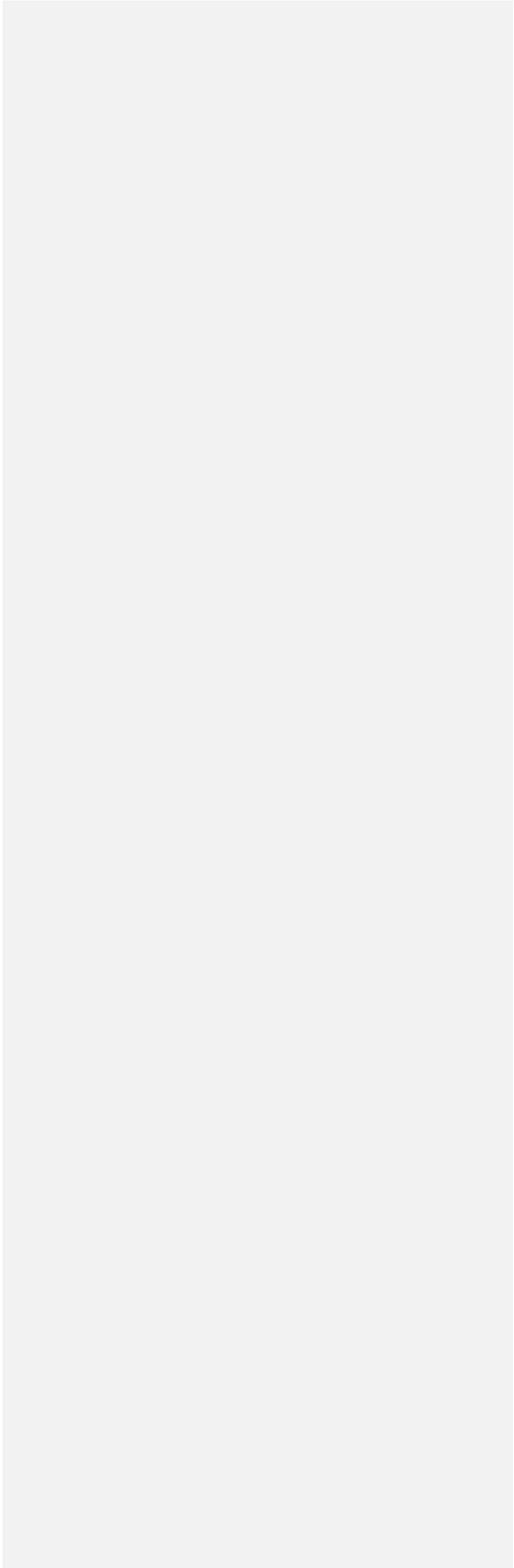
Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney





AGENDA REPORT

Department: Library and Community Services
Prepared by: Myra M. Pina, Management Analyst II
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Approval of Amendment 12 to Agreement with San Diego County for Nutrition Services.

RECOMMENDATION:

Adopt the Resolution Entitled “Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute Amendment 12 to County Contract 561763 Increasing the Senior Nutrition County Contract by an Amount of \$81,462, Resulting in a New Maximum Agreement Amount of \$2,021,068.27, and Extending the Contract to February 29, 2024, and Authorizing an Increase of \$81,462 in Appropriations with a Corresponding Revenue Budget.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The City of National City has contracted with the County of San Diego since 1979 to provide a dining room and home delivery meal service to senior citizens 60 years and older. The City Council ratified the execution of the most recent County Contract, 561763, on February 4, 2020. In addition, the City Council approved accepting the Senior Nutrition Infrastructure Grant on February 7, 2023. Also, Amendment 10, approved by the City Council on June 20, 2023, extended the contract to December 31, 2023.

On December 5, 2023, the City Council approved Amendment 11, increasing the Senior Nutrition Infrastructure Grant by an Amount of \$59,676 Resulting in a New Maximum Agreement Amount of \$1,939,607 and Authorizing an Increase of \$7,090 in Appropriations for Nutrition Center Kitchen Equipment.

The County of San Diego as a temporary extension brings amendment 12 forward while they conclude reviewing all of their applications for new contracts in 2024.

Amendment 12 features the following:

1. Agreement Terms and Work: The Agreement Terms and Work remain unchanged.
2. Compensation: As a result of this Amendment, the Contractor’s compensation is increased by an amount of \$81,462, resulting in a new Maximum Agreement Amount of \$2,021,068.27.
 - 2.1. Revise Exhibit C, Payment Schedule to add Option 5 – January 1, 2024 – February 29, 2024.
 - 2.2. Revised Exhibit C, Payment Schedule marked Modification 12 is attached.
3. Term of Agreement: The contract term has been extended two (2) months through February 29, 2024.

The City of National City Senior Nutrition Program is open Monday – Friday and serves an average of 200 congregate meals daily at the George H. Waters Nutrition Center. Nutrition Center staff also deliver approximately 80 home-delivered meals daily while conducting wellness checks on local seniors. Food is prepared on-site by professional staff. The suggested contribution for seniors 60+ is \$3.50 per meal, with those under 60 charged \$6.00 per meal. No senior is ever turned away because they cannot pay. The Senior Nutrition Center is a vital service to the senior community as a source of adequate nutrition, wellness, and socialization.

FINANCIAL STATEMENT:

Approval of this item will result in an additional \$81,462, resulting in a new Maximum Agreement of \$2,021,068.27 and extending the Term of Agreement to February 29, 2024.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Health, Environment, and Sustainability

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – 561763-12 Amendment - NC Nutrition Center
Exhibit B – County Contract Number 561763
Exhibit C – Resolution

**COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING
AMENDMENT**

CONTRACT 561763, MODIFICATION 12

Effective Date: Date Signed by County of San Diego, Department of Purchasing and Contracting

Contractor: City of National City
Agreement Title: Senior Nutrition Program

Contractor and County of San Diego (“County”) enter into this amendment (“Amendment”) to modify the above-referenced contract (“Agreement”) as described herein.

1. Agreement Terms and Work: The Agreement Terms and Work remain unchanged.
2. Compensation: As a result of this Amendment, Contractor’s compensation is increased by an amount of \$81,462 resulting in a new Maximum Agreement Amount of \$2,021,068.27.
 - 2.1. Revise Exhibit C, Payment Schedule to add Option 5 – January 1, 2024 – February 29, 2024.
 - 2.2. Revised Exhibit C, Payment Schedule marked Modification 12 is attached.
3. Term of Agreement: The contract term has been extended two (2) months through February 29, 2024.

All other terms and conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the Effective Date set forth above. This Amendment is not valid unless signed by Contractor and County Contracting Officer. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

COUNTY OF SAN DIEGO:

By:
Name:
Title:
Email:
Date:

Department Review and Recommended Approval:

By: *Jana Jordan*
Jana Jordan (Dec 15, 2023 13:27 PST)
Name: Jana Jordan
Title: Chief, Agency Operations
Dept. Aging & Independence Services
Date: Dec 15, 2023

APPROVED:

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By electronically signing this document, all parties accept the use of electronic signatures.

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAA5Pd0FOeotA9LejzSUSqLEPWp-ibCZv

By:
Name:
Title:
Date:

**COUNTY CONTRACT NUMBER 561763, MODIFICATION 12
 AGREEMENT WITH CITY OF NATIONAL CITY
 FOR SENIOR NUTRITION PROGRAM
 EXHIBIT C –PAYMENT SCHEDULE**

COMPENSATION: The compensation listed below is not designed to fully fund the program. The fixed supplemental rates are developed annually based on funding and determined to offset the cost of providing services. These rates are subject to availability of funding from the State of California, California Department of Aging (CDA) and can change annually. A completed report of actual costs (closeout report) expended shall be submitted at the end of the fiscal year.

BASE PERIOD

February 1, 2020 – June 30, 2020

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	25,630	\$4.96	\$127,124.80	\$14,123.57
Home-Delivered Meals	9,863	\$4.76	\$46,947.88	\$5,215.91
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	25,630	\$0.77	\$19,735.10	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	9,863	\$0.68	\$6,706.84	N/A
GRAND TOTAL:			\$200,514.62	\$19,339.47

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of item(s) purchased
 - 1.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763, MODIFICATION 12
 AGREEMENT WITH CITY OF NATIONAL CITY
 FOR SENIOR NUTRITION PROGRAM
 EXHIBIT C –PAYMENT SCHEDULE**

OPTION 1 - July 1, 2020 – June 30, 2021

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	40,972	\$5.23	\$214,283.56	\$23,806.90
Home-Delivered Meals	17,676	\$4.89	\$86,435.64	\$9,603.00
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	40,972	\$0.67	\$27,451.24	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	17,676	\$0.72	\$12,726.72	N/A
GRAND TOTAL:			\$340,897.16	\$33,409.90

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
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 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of item(s) purchased.
 - 1.3.1.4. Date of items(s) purchased.

**COUNTY CONTRACT NUMBER 561763, MODIFICATION 12
 AGREEMENT WITH CITY OF NATIONAL CITY
 FOR SENIOR NUTRITION PROGRAM
 EXHIBIT C –PAYMENT SCHEDULE**

OPTION 2A - July 1, 2021 – December 31, 2021

Services	Service Meals Claimed through 12/31/2021	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	6,011	\$5.23	\$31,437.53	\$3,492.71
Home-Delivered Meals	5,683	\$4.89	\$27,789.87	\$3,087.45
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	6,011	\$0.67	\$4,027.37	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	5,683	\$0.72	\$4,091.76	N/A
GRAND TOTAL:			\$67,346.53	\$6,580.16

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of items(s) purchased
 - 1.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763, MODIFICATION 12
 AGREEMENT WITH CITY OF NATIONAL CITY
 FOR SENIOR NUTRITION PROGRAM
 EXHIBIT C –PAYMENT SCHEDULE**

OPTION 2B - January 1, 2022 – June 30, 2022

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	34,961	\$5.49	\$191,935.89	\$21,324.08
Home-Delivered Meals	11,993	\$5.13	\$61,524.09	\$6,835.33
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	34,961	\$0.70	\$24,472.70	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	11,993	\$0.76	\$9,114.68	N/A
GRAND TOTAL:			\$287,047.36	\$28,159.41

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

2. Cost Reimbursement

- 2.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 2.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 2.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 2.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 2.3.1.1. Description of item purchased
 - 2.3.1.2. Description of competitive measures taken to make said purchase
 - 2.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 2.3.1.3. Total Price of items(s) purchased
 - 2.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763, MODIFICATION 12
 AGREEMENT WITH CITY OF NATIONAL CITY
 FOR SENIOR NUTRITION PROGRAM
 EXHIBIT C –PAYMENT SCHEDULE**

OPTION 3 - July 1, 2022 – June 30, 2023

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	40,972	\$5.80	\$237,637.60	\$26,401.54
Home-Delivered Meals	19,676	\$5.70	\$112,153.20	\$12,460.22
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	40,972	\$0.70	\$28,680.40	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	19,676	\$0.48	\$9,444.48	N/A
GRAND TOTAL:			\$387,915.68	\$38,861.76

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of items(s) purchased
 - 1.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763, MODIFICATION 12
 AGREEMENT WITH CITY OF NATIONAL CITY
 FOR SENIOR NUTRITION PROGRAM
 EXHIBIT C –PAYMENT SCHEDULE**

OPTION 4 – July 1, 2023 – December 31, 2023

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	27,900	\$5.80	\$161,820.00	\$17,978.20
Home-Delivered Meals	10,200	\$5.70	\$58,140.00	\$6,459.35
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	27,900	\$0.70	\$19,530.00	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	10,200	\$0.48	\$4,896.00	N/A
GRAND TOTAL:			\$244,386.00	\$24,437.55

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of items(s) purchased
 - 1.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763, MODIFICATION 12
 AGREEMENT WITH CITY OF NATIONAL CITY
 FOR SENIOR NUTRITION PROGRAM
 EXHIBIT C –PAYMENT SCHEDULE**

OPTION 5 – January 1, 2024 – February 29, 2024

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	9,300	\$5.80	\$53,940.00	\$5,992.73
Home-Delivered Meals	3,400	\$5.70	\$19,380.00	\$2,153.12
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	9,300	\$0.70	\$6,510.00	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	3,400	\$0.48	\$1,632.00	N/A
GRAND TOTAL:			\$81,462.00	\$8,145.85

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of items(s) purchased
 - 1.3.1.4. Date of items(s) purchased

COUNTY CONTRACT NUMBER 561763
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and The City of National City, 1415 D Avenue, National City, CA 91950 ("Contractor"), with reference to the following facts:

RECITALS

- A. The County, by action of the Board of Supervisors on October 10th, 2017 Minute Order No. 05 authorized the Director of Purchasing and Contracting, to award a contract for Senior Nutrition Services.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A and A-1 Statement of Work, Exhibit B Insurance Requirements, Exhibit B-1 Vehicle Usage Agreement and Exhibit C, Pricing Schedule. In the event that any provision of the Agreement or its Exhibits, A, A-1, B, B-1 or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; fifth (5th) Exhibit A-1, and sixth (6th) Exhibit B-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique; accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract or consultant agreement that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified

COUNTY CONTRACT NUMBER 561763
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM

of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.
- 1.5 Off Shore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. For cost reimbursement agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations.

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A and A-1 to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any

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interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process.

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A and A-1 Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations.

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A and A-1 herein, Contractor shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Reserved

3.3.4 Return, Transfer and Removal of Assets.

- 3.3.4.1** Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.
- 3.3.4.2** County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of

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the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Transfer of Leases, Licenses, and Agreements.

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.6 Delivery of Documentation.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 4
COMPENSATION

The Pricing Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A and A-1, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Provisional Rate, or Fixed Price Contracts with Cost Reimbursement Elements (Rev. 7/1/17)

4.1.1 General Principles. Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance", which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County. Contractor shall submit annually to the County a cost allocation plan in accordance with The Uniform Guidance.

If the pricing schedule and budget are segregated, the Pricing Schedule is in Exhibit C-1 and the budget for cost reimbursement elements is in Exhibit C-2. Invoices are subject to the requirements of Paragraph 4.2 below.

4.1.2 Agreement Budget for Cost Reimbursement Elements. In no event shall the Agreement budget total be increased or decreased prior to County approved Agreement amendment. Some budget line item adjustments require County review and approval. Adjustments requiring County review and approval are listed in Exhibit C-2 "Contractor's Budget."

4.1.3 Administrative Adjustment. The COR may make administrative Agreement adjustments to change or modify the budget as long as the total Agreement amount or Agreement term is not modified.

4.1.4 Agreement Amendment. An Agreement amendment signed by the Contracting Officer is required to modify the total Agreement amount or Agreement term.

4.1.5 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

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4.2 Invoices and Payment

- 4.2.1 Invoices. County agrees to pay Contractor in arrears only after receipt and approval of properly completed monthly invoices by the Contracting Officer's Representative ("COR") for the work performed in the prior month. Invoices shall be detailed and itemized referencing the Agreement number, and a detailed listing of each pay point target, accomplishment, unit price and/or percentages, and showing the appropriate calculation for each, or cost of each line item in the budget, and a progress report documenting the status and accomplishments of Contractor during the billing period pursuant to Exhibit C, documenting the total invoiced amount by Contractor. Contractor's monthly invoices shall include a statement certifying whether it is in compliance with Paragraph 8.16 of this Agreement
- 4.2.2 Provisional Rates / Cost Reimbursement Elements. For provisional rates, or cost reimbursement elements, Contractor shall maintain records of its actual costs, as required herein, for those services paid under a provisional rate or as cost reimbursement. Contractor's last payment each fiscal year shall be withheld until after County and Contractor reconcile Contractor's actual costs with the amount paid from the provisional rates, if any. If County has paid Contractor more than their actual costs, Contractor shall refund County the excess amount paid in accordance with Paragraph 4.2.3. If Contractor's actual costs are more than the amount paid by County, County will pay Contractor the difference, up to, but not to exceed the annual contract amount identified in the Signature Page, in accordance with Paragraph 4.2.3 County's obligation to pay is also subject to the other requirements of this Agreement.
- 4.2.3 Payments. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall maintain supporting documentation of expenses as specified in Articles 11 and 13 for provisional rates or cost reimbursement elements. Payments will be made in arrears after receipt of properly completed invoice approved by the COR. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

For Provisional Rates, County will reimburse the good faith estimate of the actual allowable, allocable and reasonable costs incurred associated with the work performed during the month of service. Contractor shall maintain supporting documentation of expenses as specified in Articles 11 and 13.

- 4.2.3.1 This monthly invoice shall reflect a good faith estimate of the actual allowable, allocable and reasonable costs incurred associated with the work performed during the month of service. This good faith estimate shall be based on the budgeted net unit cost for each service category, hereafter known as provisional rates, multiplied by the units provided.
- 4.2.3.2 Reconciliation of Good Faith Estimates to Actual Allowable Expenses. Contractor shall submit a cost report to complete a reconciliation of the actual allowable, allocable and reasonable expenses incurred associated with the work performed under this agreement twice annually at a minimum; the COR may require them more frequently. Cost reports submitted by Contractor shall include the actual allowable cumulative year to date expenses by service category for the period. Upon receipt of each cost report, County will reconcile year to date payments with year to date actual allowable, allocable and reasonable expenses and adjust the next monthly invoice for under payments or overpayments in excess of \$100. Cost reports shall also include total amounts over paid by the County to Contractor or under paid by the County to the Contractor for each month of service. At the end of each fiscal year, Contractor shall complete an annual reconciliation of the actual allowable expenses incurred associated with the work performed under this agreement for that fiscal year. Overpayments and underpayments will be adjusted during the fiscal year and at the end of the fiscal year as instructed by the COR.
- 4.2.3.3 Final Fiscal Year End Settlements. Contractor shall submit the final cost report reflecting the actual costs for reimbursement for services performed during the County fiscal year by the final fiscal year settlement date, which will be established by each program. This settlement date shall be no more than 60 calendar days from the end of the County fiscal year. Upon receipt of the fiscal year end cost report, County will reconcile year to date payments with fiscal year end actual allowable, allocable and reasonable expenses. County will reimburse Contractor for underpayments and will recoup overpayments from Contractor. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that fiscal year after this date. The County fiscal year shall be defined as July 1, through June 30, unless otherwise defined in this Agreement. ||
- 4.2.3.4 Final Agreement Settlement Date. Contractor shall submit the final invoice for reimbursement for services performed during the final fiscal year of the contract by the final contract settlement date, which shall be no more than 60 calendar days from the final date of the contract services. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during the final fiscal year of the contract after the final Agreement settlement date.

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4.2.4 Full Compensation. Pending any adjustments by the COR and except as otherwise provided for in the cost reports submitted by Contractor to County if Provisional Rates are utilized, each invoice approved and paid shall constitute full and complete compensation to Contractor for all work completed during the billing period pursuant to Exhibit A and A-1 and Exhibit C. This Agreement constitutes the entire Agreement between Contractor and County. Contractor shall be entitled only to payment and, if Provisional Rates or Reimbursable elements are included in this Agreement, reimbursement for allowable, allocable and reasonable costs, associated with services pursuant to Exhibit A and A-1.

4.2.5 Prompt Payment for Vendors and Subcontractors

4.2.5.1 Prompt payment for vendors and subcontractors.

4.1.5.1.1. Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.

4.1.5.1.1.1. Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.2.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

4.1.5.1.1.1. Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.

4.1.5.1.1.1. Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.1.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

4.1.5.1.1.1. Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.

4.2.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.2.5.24.1.5.1.1 of this Agreement and shall follow Paragraph 4.2.5.24.1.5.1.13 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.

4.2.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.

4.2.6 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no Agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

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In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

- 4.2.7 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.2.7.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
 - 4.2.7.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
 - 4.2.7.3 Default. Contractor was in default under any terms and conditions of this Agreement.
 - 4.2.7.4 Fees for Service. Contractor implemented a schedule of fees to be charged to clients or third party client representatives without prior County approval, unless authorized elsewhere in this Agreement.
- 4.2.8 Withholding Of Payment. County may withhold reimbursement until reports, data, audits, or other information required for Agreement administration or to meet County, State, Federal or other funding source reporting or auditing requirements are received and approved by COR or designee. County may also withhold payment if, in County's opinion, Contractor is in noncompliance with this Agreement.
- 4.2.9 Interpretation of Claim Provisions. As used in this Article 4, the term "claim" refers to a claim filed pursuant to San Diego County Code of Administrative Ordinances Article V-A, "Processing and Certification of Routine Claims." The term "claim" as used in this Article 4 does not refer to a claim filed pursuant to San Diego County Code of Administrative Ordinances, Article X, "Claims against the County."
- 4.2.10 Severability Limits. Severability pertains only to those Agreements that originate in one fiscal year and end in another fiscal year. This Agreement is severable for and limited to the amounts in the attached budget. In no event shall Contractor exceed the Severability Limits.
- 4.2.11 Disallowance. In the event Contractor receives payment from County for a service, reimbursement for which is later disallowed by County or the State, the Federal government, or any other funding source, Contractor shall promptly refund the disallowed amount to County on request, or County may offset the amount disallowed from any payment due to or to become due to Contractor under this Agreement or any other Agreement. Similarly, a disallowance under a prior Agreement may be offset against this Agreement.
- 4.2.12 Partial Payment. If Contractor fails to perform specified services, provide specified products or perform services or provide products timely and in accordance with specified requirements, Contractor shall be paid only the reasonable cost for the services performed or products provided for the payment period as determined by the COR.
- 4.2.13 Project Generated Revenue. Project Generated Revenue realized by Contractor in excess of the Agreement budget shall be utilized in support of the Project.
- 4.2.13.1 Project Generated Revenue and Expenditures shall be reported at the end of the Agreement period.
 - 4.2.13.2 With COR approval, Contractor may expend a remaining balance of project generated revenue in the term of a subsequent County Agreement in support of this Project.
- 4.2.14 Rate of Expense. Contractor shall control its rate of expense in relation to units of service and anticipated revenues.
- 4.2.15 Contractor shall inform the COR when it is anticipated that the need for services will exceed the approved service units and budget; however, Contractor's claim/invoice shall not exceed the approved budget.
- 4.2.16 Any records of revenues, expenditures and/or clinical records under this Agreement shall be subject to compliance with Federal, State or local laws or regulations and may be audited and/or reviewed by the County and/or the appropriate Federal, State or County agency. In the event of an audit disallowance of any claimed cost which is subject to compliance with Federal, State or local law or regulations, Contractor shall be liable for any costs or lost revenue resulting therefrom.

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ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 **County's Agreement Administrator.** The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 **Agreement Progress Meeting.** The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 **Contracting Officer.** The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 **Claims.** Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

- 7.1 **Termination for Default.** Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and

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County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.

At the sole discretion of the County, and subject to funding source restrictions and federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Contractor pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Contractor from County, and/or (3) require Contractor to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Contractor may enter into a written repayment plan for the reimbursement of the audit/investigation costs.

- 7.5 Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Fraud, waste or abuse of Agreement funds, or
- 7.5.4.2 Improperly submitted claims, or
- 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
- 7.5.4.4 Any breach of any term or condition of the Agreement, or
- 7.5.4.5 Any actions under any warranty, express or implied, or
- 7.5.4.6 Any claim of professional negligence, or
- 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

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- 7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.sandiego.ca.us).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 200-d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

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- 8.9.1 Byrd Anti-Lobbying Amendment. Contractor shall file Standard Form-LLL, "Disclosure Form to Report Lobbying," to certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Contractor or Contractor's Subcontractors. In accordance with 31 U.S.C. 1352, Contractor shall also file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Contractor shall include this provision in all subcontracts and require each of its subcontractors to comply with the certification and disclosure requirements of this provision.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25, available on the County of San Diego website. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of the Welfare and Medi-Cal systems by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

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As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:

- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 8.15 Clean Air Act and Federal Water Pollution Control Act.
- 8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
- 8.16.1 Contractor certifies that, except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and
- 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery,

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bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Contractor invoices shall include the following language:

I certify that the above deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.

I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this Agreement is currently listed as debarred, excluded, suspended, or ineligible on the Federal System for Award Management (SAM: <http://SAM.gov>), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list (www.medical.ca.gov).

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;

8.17.4 In the event Contractor subcontracts any of the work performed under this Agreement, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).

8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729-3730) and State False Claims Act (California Government Code 12650-12653) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain these forms, or an electronic version, in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor" shall include any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Contractor shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor" shall mean any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 (b)(1) – (b) (7) regardless of funding source or services.

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- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.
- Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.
- 8.22 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firm by:
- 8.22.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 8.22.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 8.22.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 8.22.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 8.22.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 8.23 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.322. Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.
- 8.24 Contract Work Hours and Safety Standards. If mechanics or laborers are to be employed under this Agreement, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In

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addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation,

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however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit and Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. Contractor assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. Contractors will provide the following to the COR:

- 11.2.1 Contractor shall provide COR a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Contractor receiving notice of the audit.
- 11.2.2 Contractor shall provide COR with a copy of the draft and final State or federal audit reports within twenty four (24) hours of receiving them (Health and Human Services Agency (HHS) Contractors shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov).
- 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.
- 11.2.4 Unless prohibited by the government agency conducting the audit, Contractor shall provide COR a copy of all responses made by the federal or State audit representative to the contractors' audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit.

- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

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- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies

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Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

- 13.5 Maintenance of Records. Contractor shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Contractor shall provide any requested records to County within two (2) business days of request.
- 13.6 Custody of Records. County, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.7 Audit Requirement.
- (a) Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual audit of its operations. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XD). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- (b) Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.
- 13.8 Reports. Contractor shall submit reports required in Exhibit A and A-1 and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.9 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, *as applicable*:

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- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
- 14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: www.cosdcompliance.org, including:
- 14.1.2.1 The Medi-Cal Privacy and Security Agreement Between the California Department of Health Care Services (DHCS) and the County;
 - 14.1.2.2 The Medi-Cal Behavioral Health Services Performance Agreement between DHCS and the County;
 - 14.1.2.3 The San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County
 - 14.1.2.4 The Refugee Health Agreement between the California Department of Public Health (CDPH) and the County;
 - 14.1.2.5 The HIV/AIDS Case Reporting System Data Use Agreement between CDPH and the County;
 - 14.1.2.6 The Childhood Lead Poisoning Prevention Program between CDPH and the County;
 - 14.1.2.7 The Standard Agreement between the County and the California Department of Aging; and
 - 14.1.2.8 The Agreement for Whole Person Care Pilot Program for San Diego County with DHCS.
- 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.2 **Definitions.** Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
- 14.2.1 "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
 - 14.2.2 "Business Associate," when applicable, shall mean the Contractor.
 - 14.2.3 "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
 - 14.2.4 "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
 - 14.2.5 "Covered Entity," when applicable, shall mean the County.
 - 14.2.6 "Security incident" shall have the same meaning as defined by the State Agreements.
- 14.3 **Responsibilities of Contractor.**
- 14.3.1 **Use and Disclosure of County PHI/PI/PII.** Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
 - 14.3.2 **Safeguards.** Contractor shall develop and maintain a HIPAA-compliant information privacy and security program to prevent use or disclosure of County PHI/PI/PII, other than as required by this Agreement.
 - 14.3.3 **Mitigation.** Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
 - 14.3.4 **Subcontractors.** Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
 - 14.3.5 **Cooperation with County.**
 - 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
 - 14.3.5.2 Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
 - 14.3.6 **Breach Reporting.** Contractor shall report breaches and suspected security incidents to County, to include:
 - 14.3.6.1 **Initial Report.**
 - 14.3.6.1.1 Contractor shall email County Contracting Officer's Representative (COR) and HHSa Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.

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- 14.3.6.1.2 Contractor shall email COR and HHS Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
- 14.3.6.1.3 Contractor shall additionally submit an online County "Privacy Incident Report" through the online portal at www.cosdcompliance.org within one (1) business day.
- 14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.
- 14.3.6.3 Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 Data Security. Contractor shall comply with, as applicable, data privacy and security requirements specified by HIPAA and the State Agreements, which may include, but are not limited to:
 - 14.3.8.1 Workforce members, including employees, interns, volunteers, subcontractors, etc., with access to applicable County PHI/PI/PII shall:
 - 14.3.8.1.1 Complete privacy and security training to include a signed certification within thirty (30) days of hire, and at least annually thereafter; and
 - 14.3.8.1.2 Sign a confidentiality statement, prior to access to such PHI/PI/PII; and
 - 14.3.8.2 Computer warning banners for all systems containing applicable County PHI/PI/PII
 - 14.3.8.3 Comprehensive, annual security risk assessments
 - 14.3.8.4 Policies and internal controls to ensure secure transport and storage of County PHI/PI/PII in cars, airplanes, trains, and buses.
 - 14.3.8.5 Sufficient administrative, physical, and technical controls in place to protect County PHI/PI/PII
- 14.3.9 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.

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- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services

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Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.

- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Contractor shall notify County within one business day of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor orally or in writing, regarding the operation of Contractor's program or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website, and are required for any individuals identified above who will be providing services under this Agreement or who will be assigned to sensitive positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section

- 16.21.1 Contractor shall utilize a subsequent arrest notification service during employee or volunteer's tenure or perform criminal history annually.
- 16.21.2 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."

16.21.3 Definitions

- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
- B. Minor: Individuals under the age of eighteen (18) years old.
- C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the Agreement or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
- D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.
- E. Volunteer: A person who performs a service willingly and without pay.

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16.22 Health Insurance. Contractors providing direct services to the public shall ask if the client and any minor(s) for whom they are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.

16.23 Survival. The following sections or articles of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 8.1, 8.13, 8.14, 8.15, 8.21, 10.1, 11.1, 11.2, and 11.4, and Articles 7 and 13.

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SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin the 1st day of February 2020 and end on June 30, 2020, ("Initial Term").

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for 3 increments of 1 year(s) each for a total of 3 years beyond the expiration of the Initial Term, not to exceed June 30, 2023, pursuant to Exhibit C Pricing Schedule or other applicable pricing provisions of this Agreement. Unless County notifies Contractor in writing not less than thirty (30) days prior to the expiration date that the County does not intend to extend the Agreement, the Agreement will be automatically extended for the next option period.

Options to Extend For One To Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: Pursuant to Exhibit C or other applicable pricing provisions of this Agreement, County agrees to pay Contractor a sum not to exceed two hundred thousand five hundred fourteen dollars and sixty two cents (\$200,514.62) for the initial term of this Agreement and a sum not to exceed three hundred thirty thousand nine hundred twenty seven dollars (\$330,927) for each of the 3 one-year option periods, for a maximum Agreement amount of one million one hundred ninety three thousand two hundred ninety five dollars and sixty two cents (\$1,193,295.62), in accordance with the method of payment stipulated in Article 4.

COR. The County has designated the following individual as the Contracting Officer's Representative ("COR")

Patricia Rollin, Administrative Analyst III
5560 Overland Avenue, Ste. 310
San Diego, CA 92123
Phone 858-505-6533 and email Patricia.Rollin@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor's Representative.

Ingrid Slettengren, Nutrition Manager
1415 D Avenue
National City, CA 91950
Phone 619-336-6751, FAX 619-477-1136 and email islettengren@nationalcityca.gov

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date of the last signature below.

COUNTY OF SAN DIEGO

By:  for
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: 1-31-20
S. Figueroa

CITY OF NATIONAL CITY

By: 
ALEJANDRA SOVELO-SOLIS, Mayor

Date: 1/29/2020

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1. Scope of Work/Purpose

Contractor shall provide nutritionally sound meals to individuals sixty (60) years of age and older living throughout San Diego County. The meals shall be provided in a congregate (group) setting at Senior Dining Centers. There is no charge to the senior for these services, but Contractor shall provide the opportunity for the senior to make a contribution at a suggested donation amount. The eligible population for Title III C-1 is defined as individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas.

2. Background Information

The Senior Nutrition Program, which began in the County of San Diego in 1975, is funded through Title III of the Older Americans Act, a federal program administered by State and County governments and operated under rules, policies, and regulations of the California Department of Aging (CDA). County of San Diego (County) Health and Human Services Agency (HHSA), Aging & Independence Services (AIS), as the designated Area Agency on Aging, oversees this program. Nutrition services assist older individuals to live independently by promoting better health and reduced isolation through a program of coordinated congregate meals, home-delivered meals, transportation, and supportive services. In fiscal year 2017/2018 various contractors served approximately 7,500 clients with lunches at several sites throughout the County, and many contractors also served approximately 2,300 clients with home delivered meals. Breakfast is also provided at some sites and to some home-delivered meal recipients.

Live Well San Diego Vision: The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

On December 13, 2016, the San Diego County Board of Supervisors at the recommendation of Chairman Ron Roberts and Supervisor Greg Cox unanimously voted to establish the *Live Well San Diego* Food System Initiative (Initiative), which positions the County of San Diego to take on a greater role in the advancement of a safe, healthy, and robust food system. As part of the Initiative, the County Board of Supervisors also received the Eat Well Practices, a guide for expanding healthy, local and sustainable food and beverage options for the County. The County updated this policy to reflect the San Diego County Board of Supervisors' direction as well as United States Department of Agriculture (USDA) regulations, General Services Administration's Wellness and Sustainability requirements and Center for Disease Control's Smart Food Choices: How to Implement Food Service Guidelines in Public Facilities.

Information about *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

2.1. http://www.sdcountry.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html

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2.2. <http://www.LiveWellSD.org>

3. Goals

3.1 Contractor shall provide the services described herein to accomplish the following goals:

3.1.1 Assist individuals sixty (60) years of age and older to live independently by promoting better health and reduced isolation as a result of the Senior Nutrition Program, a program of coordinated congregate meals.

3.2 Contractor shall comply with the Regulations/Standards that apply to the Title IIIC Elderly Nutrition Program (ENP).

3.2.1 Regulation websites are as follows:

[California Code of Regulations - Title 22, Division 1.8](#)

[California Retail Food Code \(CRFC\):](#)

<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/MEHKO/CALIFORNIA%20RETAIL%20FOOD%20CODE%202019.pdf>

[California Welfare and Institutions Code](#)

<https://www.acl.gov/about-acl/authorizing-statutes/older-americans-act>

<https://www.aging.ca.gov/PM/> (For Year 2012 – PM12-17(P) and attachment)

[Occupational Safety and Health Administration \(OSHA\)](#)

[Dietary Guidelines for Americans 2015 \(DGA\) CDA Standard Agreement](#)

4. Deliverables

4.1 Meals.

4.1.1 Meals shall be planned in accordance with:

4.1.1.1 Title 22, Social Security, Division 1.8 California Department of Aging, Chapter 4 (1) Title III Programs – Program and Service Provider Requirements, Article 5. Title III C- Elderly Nutrition Program (herein referred to as Title 22) Section 7638.5 Nutrition Requirements of Meals:

https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/

4.1.1.2 CDA Program Memo 12-17 (P) Nutrition Older Americans Act Nutrition

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Services Menu Guidance for Compliance with Dietary Guidelines for Americans,
2010:

<https://www.aging.ca.gov/PM/> (For Year 2012 – PM12-17(P) and attachment).

- 4.1.2 Each meal shall contain at least one-third (1/3) of the current Dietary Reference Intakes (DRIs) as established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences (2007), which are incorporated by reference.

<http://nationalacademies.org/hmd/About-HMD/Leadership-Staff/HMD-Staff-Leadership-Boards/Food-and-Nutrition-Board.aspx>

- 4.1.2.1 If the program provides two (2) meals per day, second meal shall be different from the first meal and a minimum of two-thirds (2/3) of the DRI shall be provided.

- 4.1.3 Meals shall comply with the Dietary Guidelines for Americans (2015, 8th edition) established by the U.S. Department of Agriculture and the U.S. Department of Health and Human Services. <http://fnic.nal.usda.gov/dietary-guidance/dietary-guidelines>

- 4.1.4 Contractor shall submit menus to the County's Registered Dietitian for review and approval four (4) weeks prior to the start of the month. Menus shall reflect cultural and ethnic dietary needs of participants, when feasible and appropriate.

- 4.1.5 Contractor shall meet, when feasible, the Guidelines for Congregate/Custodial Meal Programs in the Eat Well Standards and shall not supersede Section 4.1.1 above.

http://www.livewellsd.org/content/dam/livewell/topics/Eat-Well-Practices/PDFs_EatWell/Eat%20Well%20Practices.pdf

- 4.1.6 Contractor shall include, when feasible, the use of locally grown foods and identify potential partnerships with local producers and providers of locally grown foods.
- 4.1.7 Contractor shall ensure that each food facility has equipment necessary for preparing and serving meals that are safe and of good quality.
- 4.1.8 The County's Registered Dietitian shall provide input, review, and approval of the menus to ensure compliance with Title 22 CCR 7634.3 (d)(1) and Title 22 CCR 7638.

- 4.2 Congregate Meals. Contractor shall provide the maximum number of meals annually, pursuant to Exhibit C, to eligible seniors in a congregate setting for a minimum of five (5) days per week. A lesser frequency must be approved in advance by the County.

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- 4.2.1 Contractor shall complete an initial client assessment to determine the eligibility of participants. Factors include age and nutrition screening assessments. All assessments shall be made available to the Contracting Officer's Representative (COR) and County's Registered Dietitian upon request.
- 4.2.2 Contractor shall complete a reassessment on an annual basis prior to, or on, the date of the original assessment.
- 4.2.3 Participants shall not be means tested [OAA 315(b)(3)].
- 4.2.4 Contractor shall have a paid staff member, or a trained volunteer, responsible for the day-to-day activities at each site, and be physically present on-site during the time nutrition program activities are taking place.
- 4.2.5 Contractor shall ensure that each congregate meal site has equipment, including tables and chairs that is sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization. (Title 22 s7638.1(b)(3)).
- 4.2.6 Contractor shall ensure that all congregate nutrition sites are open and accessible to the public.
- 4.2.7 Contractor shall ensure that eligible individuals with ADA accessibility requirements are not excluded from, or restricted in, participating in the program.
- 4.2.7.1 All sites shall be ADA accessible. CDA Standard Agreement Exhibit D. Article II, C.3
- 4.2.7.1.1 Americans with Disabilities Act (ADA) regulations and design:
- <https://www.ada.gov/>
- 4.2.7.2 Contractor shall make accommodations for individuals with ADA accessibility requirements.
- 4.2.8 Contractor shall post monthly menus at the congregate site, in a location easily seen by participants, to be legible and in the language of the majority of the participants. Daily meal(s) shall match the County's Registered Dietitian approved menu.
- 4.3 Nutrition Education. Contractor shall provide a minimum of four (4) nutrition education programs per contract year to participants in each of Contractor's congregate sites.
- 4.3.1 Contractor shall develop an annual nutrition education plan which shall be implemented, monitored by the County's Registered Dietitian and kept on file for review by the County. The plan shall meet the requirements of Title 22, Section 7638.11 Nutrition Education

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Services for Participants.

- 4.3.2 Nutrition Education services shall be provided in accordance with Title 22, Section 7638.11 Nutrition Education Services for Participants.
- 4.3.3 Nutrition Education shall include teaching participants about healthful food choices, balancing food and physical activity, and promoting behaviors recommended in the Dietary Guidelines for Americans.
- 4.3.4 An annual needs assessment shall be performed by the Contractor to determine the nutrition education services needed by congregate meal participants.
- 4.3.5 The County's Registered Dietitian shall provide input, review and approve the content of nutrition education prior to presentation.

5. Target Population and Geographic Service Area

5.1. Contractor shall provide services to eligible population for Title III C-1, which is defined as individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. The areas identified as greatest economic and social need are in red on the AIS Senior Nutrition Map: <http://sdcounty.maps.arcgis.com/apps/webappviewer/index.html?id=c1da92cfb82d4294a7356e2965310f0f>

5.2. Client address must be in the following zip codes to qualify as a Rural Area:

- 5.2.1. 91905 – Boulevard
- 5.2.2. 91906 – Campo
- 5.2.3. 91916 – Descanso
- 5.2.4. 91917 - Dulzura
- 5.2.5. 91934 – Jacumba
- 5.2.6. 91935 – Jamul
- 5.2.7. 91962 – Pine Valley
- 5.2.8. 91963 – Potrero
- 5.2.9. 91980 – Tecate
- 5.2.10. 92003 – Bonsall
- 5.2.11. 92004 – Borrego Springs/Ocotillo Wells

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- 5.2.12. 92036 – Julian
 - 5.2.13. 92059 – Pala
 - 5.2.14. 92061 – Pauma Valley, Pala
 - 5.2.15. 92066 – Ranchita, Warner Springs
 - 5.2.16. 92070 – San Ysabel
 - 5.2.17. 92082 – Valley Center
 - 5.2.18. 92068 – Warner Springs
- 5.3. Contractor shall post congregate dining site location(s), days of service, hours of service, and type(s) of meal served (breakfast and/or lunch) on Contractor’s website.
- 5.3.1. Congregate site:

George H Waters Nutrition Center,
1415 D Avenue, National City, CA 91950

6. Payment for Services

- 6.1 Contractor shall submit a monthly claim for the actual service deliverables for the prior month to the COR by the fifteenth (15th) of the following month.
- 6.1.1 Invoices/Claims will not be processed for payment until COR-approved, which will occur once all required information is included and submitted to COR.
- 6.2 Funding Components; Fiscal Terms and Conditions. The Senior Nutrition Program is funded by the following components and follow the fiscal terms and conditions listed below:
- 6.2.1 Older Americans Act (OAA)/California Department of Aging (CDA) Title III Allocation. This funding is allocated as follows:
 - 6.2.1.1 State of California Title III C-1 Funding Stream. This is the fixed supplemental rate dollar amount for a portion of Contractor’s congregate meals costs. Payments are monthly compensation payments to Contractor for the provision of congregate meals according to Exhibit A, Statement of Work.
 - 6.2.2 Nutrition Services Incentive Program (NSIP). This is the fixed supplemental rate dollar amount for incentive payments from the NSIP. NSIP payments are monthly incentives based on the number of meals served per Exhibit C – Pricing Schedule. This amount will be determined annually by the County, based on funds received from the State and Contractor’s prior year’s performance (i.e., meals served). NSIP funds shall only be used

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to purchase food to be used in the Senior Nutrition Program and not to meet cost sharing or to match funds for any other federal program.

- 6.2.3 One-Time-Only (OTO) Allocation. OTO allocations are one-time annual monetary awards for the purchase of equipment/vehicle that enhances the delivery of services to the eligible population which are directly related to the Senior Nutrition Program. OTO awards are based on funds received from the State of California, and must be approved in advance by CDA and by the County. Contractor shall procure the goods or services by utilizing competitive measures, and provide documentation of receiving three (3) or more quotes to substantiate fair and reasonable pricing. County will reimburse costs upon submission of receipts with the invoice in the month following the month in which the expenditure(s) occurred.
- 6.2.4 Contractor's program income. Program income means revenue generated by the Contractor from contract-supported activities and may include:
- 6.2.4.1 Voluntary contributions received from a participant or other party for services received.
 - 6.2.4.2 Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - 6.2.4.3 Royalties received on patents and copyrights from contract-supported activities.
 - 6.2.4.4 Proceeds from the sale of items purchased under a CDA contract agreement. No equipment purchased with CDA funds will be sold without preapproval from the County and CDA.
 - 6.2.4.5 Contractor shall not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR 200.403(f)][45 CFR 75.403(f)] and OAA Title VI. In order to avoid duplicate reimbursement, Contractor shall not claim the cost of the same meal, equipment or services from another funding source.
- 6.2.5 Contractor's other revenue, such as fundraising and other donations. The fixed supplement rates are determined to offset the cost of providing services based on and subject to availability of funds from the State of California, California Department of Aging (CDA). Said compensation is not designed to fully fund the Senior Nutrition Program. Funding provided by County is only intended to supplement meal cost.
- 6.2.6 The County shall have the authority to increase or reduce the contract compensation, via the issuance of an amendment, signed by the County's Director of Purchasing and Contracting.
- 6.2.7 Contractor shall create a waiting list only when Contractor projects to serve over the contracted amount allocated in Exhibit C. If Contractor projections determines a need to

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establish a waiting list Contractor shall provide written notification to COR within twenty-four hours (24) prior to establishing a waiting list and provide the following:

6.2.7.1 Justification as to why eligible individuals are being placed on waiting list

6.2.7.2 Justification of the ranking of the eligible individual placement on the waiting list shall be based on greatest need and/or in accordance with Contractor's established policy and approved by COR. Copy of policy shall be provided to COR annually.

7. General Requirements for Service Delivery

- 7.1 Contractor's food services shall comply with the California Code of Regulations, Title 22, The California Retail Food Code(CRFC)
<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/MEHKO/CALIFORNIA%20RETAIL%20FOOD%20CODE%202019.pdf>
- 7.2 Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), Department of Industrial Relations requirements (<https://www.dir.ca.gov/dosh/>) regarding staff and participant safety.
-
- 7.3 Contractor shall possess and maintain a valid health permit from the County of San Diego Department of Environmental Health (<http://www.sdcounty.ca.gov/deh/>) for food preparation sites and shall post the permit as required. A copy of a valid health permit for a subcontracted Caterer or Vendor must be kept on file by the Contractor
- 7.4 Food preparation is defined as packaging, processing, assembling, portioning, or any operation that changes the form, flavor or consistency of food.
- 7.5 A Limited Service Charitable Feeding Site Registration from the County of San Diego Department of Environmental Health (<http://www.sdcounty.ca.gov/deh/>) is required for satellite sites and catered meal sites where no food preparation is taking place.
- 7.6 The County's Registered Dietitian shall conduct announced and unannounced site visits to food preparation and congregate meal sites quarterly for compliance with the above stated regulations.
- 7.7 Contractor shall provide County-supplied SNAP/CalFresh program information to all senior nutrition clients as the information is available.
- 7.8 Contractor shall ensure policies that support tobacco-free environments are in place, which includes:
- 7.8.1 Smoke-free entrances.
- 7.8.2 Smoke-free facilities (no designated smoking areas).

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7.8.3 No smoking signs are posted at all entrances/exits.

7.9 Staff and Volunteer Orientation and Training.

7.9.1 All of Contractor staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks per Title 22 CCR 7636.5 (a)-(f).

7.9.1.1 At a minimum, training shall include:

7.9.1.1.1 Food safety, prevention of foodborne illness, and HACCP principles.

7.9.1.1.2 Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.

7.9.1.2 Contractor shall provide a minimum of four (4) hours of in-service staff training annually to paid and volunteer congregate meal staff.

7.9.1.3 Contractor shall provide a yearly written plan that shall be developed, implemented and maintained by the Contractor that identify who is to be trained, who will conduct training, content and date scheduled.

7.9.1.4 The County's Registered Dietitian shall review and approve the content of the staff/volunteer training prior to presentation.

7.9.1.5 Contractor training sessions shall be evaluated by those receiving the training and attendance records shall be maintained and on file.

7.9.2 Contractor shall ensure all staff and volunteers are trained in elder abuse awareness and know how and when to report if they suspect an elder may have symptoms of abuse or neglect. Contractor shall contact local law enforcement or call 1-800-510-2020 to report suspected elder abuse.

7.9.3 Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. All Contractor facilities are subject to inspection and approval.

7.10 Performance Expectations. Contractor shall maintain ninety-five percent (95%) compliance with service levels stated in this Agreement. A Performance Improvement Plan may be required to be submitted by Contractor if Contractor consistently (i.e., three (3) consecutive months or more) falls below ninety percent (90%) of the service levels. Service levels shall be reviewed monthly, quarterly, and annually by Contractor and County staff. Failure to bring service levels up to the contracted levels may result in re-negotiation of the contracted service levels or termination of the contract. The Exhibit C – Pricing Schedule may be revised to be commensurate with the lower level of service(s).

7.11 Reference to AIS. All printed materials, publicity, and media outreach prepared or conducted by Contractor shall include a reference to County of San Diego Health and Human Services Agency (HHSA), Aging & Independence Services (AIS) as the funding source. County of San Diego logos

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shall be included as appropriate. Copies of publicity materials related to programs identified in this contract shall be provided to the COR in advance for pre-approval as referenced in Section 16.18 of the contract.

- 7.12 Match. Contractor shall provide a minimum of an eleven point eleven percent (11.11%) match for program costs in cash or in-kind contributions. In-kind contributions are defined as the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
- 7.13 Cultural Competence and Diversity. Contractor shall support the County of San Diego, Health and Human Services Agency, Aging & Independence Services (AIS) through organizational and systematic practices demonstrating cultural competence and diversity. Contractor shall have an employee training plan that addresses these competencies and shall provide a copy of this training plan to the COR annually for pre-approval. All services provided shall be oriented to meet the linguistic and cultural needs of the diverse clients to be served.
- 7.14 Vehicles. Contractor shall provide their own vehicles to deliver meals to nutrition sites and/or to transport clients to congregate sites unless vehicles are provided by County. Vehicles may be provided by County, through this Agreement based on need and the availability of funding but are not guaranteed. Contractor shall comply with all rules and regulations of the State of California Department of Motor Vehicles, the California Code of Regulations, the California Retail Food Code, Exhibit B – Vehicle Usage and Insurance & Bonding Requirements, Exhibit B-1 – Vehicle Usage Agreement and a separate usage, maintenance, and operations agreement which shall be incorporated herein.
- 7.15 AIS Contractor Meetings. AIS may schedule Contractor meetings on an as-needed basis pertaining to the needs of the contract requirements. Contractor shall have at least one representative present at all meetings. These meetings are at the discretion of AIS and will be held at the AIS office at 5560 Overland Ave, San Diego, CA 92123; and location is subject to change if needed.
- 7.16 Detailed Budget. Contractor shall use the Nutrition Contract Budget Template to submit a detailed budget with line items to the COR on an annual basis no later than July 1st of each fiscal year.

8. Specific Requirements for Service Delivery

8.1 Meal Service. Contractor shall:

- 8.1.1 Provide a hot or other appropriate meal approved by the County Registered Dietitian that meets minimum nutrition requirements, served a minimum of five (5) or more days a week in a congregate setting that is open to the public [45 CFR 1321.53(b)(3)].
- 8.1.2 Each meal shall comply with the most recent DGA and provide each participating older individual:
1. A minimum of 33 1/3 percent DRIs per meal if the program provides one meal per day.

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2. A minimum of 66 2/3 percent DRIs per meal if the program provides 2 meals per day.
 3. If providing multiple meals per day, program shall ensure that each participant is receiving both meals, or that each of the meals provides 33 1/3 percent DRIs.
- 8.2 Staffing/Administration. Contractor shall maintain an adequate number of qualified persons to assure the satisfactory implementation of: program leadership; program planning; provision of nutrition services; outreach and other services; volunteer activities; financial and contract management; data collection for required federal, State and County reports and records. **Notification of program changes must be made to the County within twenty-four (24) hours when said changes will affect the delivery of services to the participants.**
- 8.2.1 Contractor shall comply with Title 22 Section 7636.3 Staff Qualifications.
https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/
- 8.3 Meal Contributions by Eligible Participants. Eligible persons receiving nutrition services shall be given the opportunity to contribute to the cost of the service provided and shall determine for themselves what they are able to contribute. Contractor shall post a suggested donation amount. Contractor shall not deny services to any person because of failure to contribute [OAA 315(b)(4)]22CCR 7638.9]. Methods to receive contributions shall ensure anonymity and protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution. Contractor shall provide a 30-day notification to participants of increases in recommended donations.
- 8.3.1 Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Contractor's site, and provided to the COR annually for pre-approval.
- 8.3.2 Contributions are considered program income and shall be used in support of the nutrition program.
- 8.3.3 Meal participants shall be informed that there is no obligation to contribute and contributions are purely voluntary.
- 8.4 Meal Charges for Staff and Guests under Sixty (60) Years of Age. Contractor may serve meals to staff and guests under sixty (60) years of age if doing so shall not deprive an eligible participant of a meal. These individuals shall pay at least the full cost of the meal. Contractor shall post the price for guests under sixty (60) years of age.
- 8.4.1 Charges for meals are considered program income and shall be used in support of the nutrition program.
- 8.5 Records, Reports and Distribution Information. Contractor shall maintain a system for the collection of data that will accurately reflect the Contractor's program and financial operations,

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will meet requirements with respect to confidentiality, and fulfill the information required by this contract.

8.5.1 Contractor shall have a clear sign-in process utilized at each meal. Guests under sixty (60) years of age shall be recorded separately or in a way that clearly indicates they are under sixty (60) years of age.

8.5.2 Contractor shall report all program income and match to the County on a monthly basis.

8.6 Holidays. A maximum of twelve (12) recognized holiday closings will be allowed per year. A holiday schedule shall be submitted to the COR at the beginning of each fiscal year for pre-approval, no later than thirty (30) days after the start of the new fiscal year. Additional closures will be handled on a case-by-case basis and require a minimum of thirty (30) days advance notice to the County.

8.6.1 If more than twelve (12) holiday closings are taken, Contractor must make up the days lost.

8.7 Data Collection and Reporting.

8.7.1 Contractor shall utilize the AIS-identified automated data collection system to:

8.7.1.1 Register and maintain all CDA required client demographic and assessment data for all active clients. AIS Client Intake & Assessment Form shall be used to collect required information.

8.7.1.2 Track and report all service unit delivery data (via bar-coding and manual data entry) on an on-going basis.

8.7.2 Contractor shall maintain and report accurate daily meal counts, and nutrition education units in the County-identified automated data collection system.

8.7.3 Contractor shall submit monthly summary reports of the information listed in 8.7 and claims to the designated COR by the fifteenth (15th) of the month following the month in which the services were provided. Claims will be paid upon successful determination of reconciled data as mentioned in paragraphs 8.7.1.1 and 8.7.1.2.

8.7.4 Contractor shall submit a completed report of actual costs expended for each service category at the end of each contract fiscal year for the term of the contract, as requested by the County, in the form and format as provided by COR.

8.8 Customer Satisfaction Survey. Contractor shall annually obtain the views of participants regarding the services received through the development and utilization of a customer satisfaction survey.

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8.8.1 Contractor shall provide a summary report of the results of the satisfaction survey to the COR by the fifteenth (15th) of the month following the completion of the survey cycle.

8.8.2 Contractor shall make all survey results available to COR upon request.

8.9 Grievance Procedure. Contractor shall develop a written grievance process per Title 22 CCR 7400(a)(2)-(3) for clients to report grievances pertaining to the nutrition program, inclusive of the complainant's rights to privacy. The process shall be posted in a visible and accessible area of each congregate site. Homebound individuals shall be notified of the grievance process in writing. A copy of the grievance procedure shall be provided to the COR annually for pre-approval.

9. Disaster Preparedness

9.1. As a provider of critical services to seniors and individuals with ADA accessibility requirements during a disaster, each multipurpose senior center and each senior center, as defined in subdivisions (j) and (n) of Section 9591 (n) "Senior center" means a community focal point on aging, where older individuals as individuals or in groups come together for services and activities which enhance their dignity, support their independence, and encourage their involvement in and with the community. Senior center programs consist of a variety of services and activities in areas, such as education, creative arts, recreation, advocacy, leadership development, employment, health, nutrition, social work, and other supportive services.

WELFARE AND INSTITUTIONS CODE - WIC

DIVISION 8.5. MELLO-GRANLUND OLDER CALIFORNIANS ACT [9000 - 9750] (*Division 8.5 repealed and added by Stats. 1996, Ch. 1097, Sec. 13.*)

CHAPTER 9.5. Multipurpose Senior Centers And Senior Centers Emergency Operations Plans [9625-9625.] (*Chapter 9.5 added by Stats. 2006, Ch. 620, Sec. 2.*)

9.2. Contractor shall:

9.2.1. Develop and maintain a written emergency operations plan to ensure preparedness and the ability to continue to deliver services during and post-disaster. Contractor shall submit the plan for review and pre-approval by COR annually and shall keep the plan on site.

9.2.1.1 This emergency operation plan shall include, but not be limited to, all of the following:

9.2.1.2 Facility preparation procedures to identify the location of first aid supplies, secure all furniture, appliances, and other free-standing objects, and provide instructions for operating gas and water shutoff valves.

9.2.1.3 An inventory of neighborhood resources that shall include, but not be limited to, the identification and location of all the following nearby resources:

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9.2.1.3.1 Generators

9.2.1.3.2 Telephones

9.2.1.3.3 Hospitals and public health clinics

9.2.1.3.4 Fire stations and police stations

9.2.1.4 Evacuation procedures, including procedures to accommodate those who will need assistance in evacuating the center. This evacuation plan shall be located in an area that is accessible to the public.

9.2.1.5 Procedures to accommodate seniors, individuals with ADA accessibility requirements, and other community members in need of shelter at the senior center, in the event that other community facilities are inoperable.

9.2.1.6 Personnel resources necessary for post disaster response.

9.2.1.7 Procedures for conducting periodic evacuation drills, fire drills, and earthquake drills.

9.2.1.8 Procedures to ensure service continuation after a disaster.

9.2.1.9 Consideration of cultural and linguistic barriers in emergency and evacuation plans, and ways to appropriately address those barriers.

9.2.1.9.1 In the development of the emergency operations plans required by this chapter, multipurpose senior centers and senior centers shall coordinate with the local Area Agency on Aging, as defined in Section 9006, and other relevant agencies and stakeholders.

(Amended by Stats. 2013, Ch. 352, Sec. 537. (AB 1317) Effective 26, 2013. Operative July 1, 2013, by Sec. 543 of Ch. 352.) September

9.2.1.10 Where feasible and appropriate, make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C. 5122(2).

9.3. Provide the County with the following:

9.3.1. Primary and secondary emergency contact phone numbers.

9.3.2. Status updates, upon request, during and post-disaster, including the following at a minimum:

9.3.2.1.1. Operability of sites and/or services.

9.3.2.1.2. Services provided to the target population.

9.3.2.1.3. Service capacity.

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1. Scope of Work/Purpose

Contractor shall provide nutritionally sound meals to individuals sixty (60) years of age and older living throughout San Diego County by providing home delivery to frail seniors. There is no charge to the senior for these services, but Contractor shall provide the opportunity for the senior to make a contribution at a suggested donation amount. The eligible population for Title III C-2. As defined as individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas.

2. Background Information

The Senior Nutrition Program, which began in the County of San Diego in 1975, is funded through Title III of the Older Americans Act, a federal program administered by state and county governments and operated under rules, policies, and regulations of the California Department of Aging (CDA). County of San Diego Health and Human Services Agency (HHSA), Aging & Independence Services (AIS), as the designated Area Agency on Aging, oversees this program. Nutrition services assist older individuals to live independently by promoting better health and reduced isolation through a program of coordinated congregate meals, home-delivered meals, transportation and supportive services. In fiscal year 2017/2018 various contractors served approximately 7,500 clients with lunches at several sites throughout the county, and many contractors also served approximately 2,300 clients with home-delivered meals. Breakfast is also provided at some sites and to some home-delivered meal recipients.

Live Well San Diego Vision: The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

On December 13, 2016, the San Diego County Board of Supervisors at the recommendation of Chairman Ron Roberts and Supervisor Greg Cox unanimously voted to establish the *Live Well San Diego* Food System Initiative (Initiative), which positions the County of San Diego to take on a greater role in the advancement of a safe, healthy, and robust food system. As part of the Initiative, the County Board of Supervisors also received the Eat Well Practices, a guide for expanding healthy, local and sustainable food and beverage options for the County. The County updated this policy to reflect the San Diego County Board of Supervisors' direction as well as United States Department of Agriculture (USDA) regulations, General Services Administration's Wellness and Sustainability requirements and Center for Disease Control's Smart Food Choices: How to Implement Food Service Guidelines in Public Facilities.

Information about *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

2.1. http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html

2.2. <http://www.LiveWellSD.org>

3. Goals

3.1 Contractor shall provide the services described herein to accomplish the following goals:

3.1.1 Assist individuals sixty (60) years of age and older to live independently by promoting better health and reduced isolation as a result of the Senior Nutrition Program, a program of coordinated home-delivered meals and referrals to appropriate supportive services.

3.2 Contractor shall comply with the Regulations/Standards that apply to the Title IIIC Elderly Nutrition Program (ENP).

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3.2.1 Regulation websites are as follows:

California Code of Regulations Title 22, Division 1.8
California Retail Food Code (CRFC)
California Welfare and Institutions Code
<https://www.acl.gov/about-acl/authorizing-statutes/older-americans-act>
<https://www.aging.ca.gov/PM/> (For Year 2012 – PM12-17(P) and attachment)
Occupational Safety and Health Administration (OSHA)
Dietary Guidelines for Americans 2015 (DGA) CDA Standard Agreement

4. Deliverables

4.1 Meals.

4.1.1 Meals shall be planned in accordance with:

4.1.1.1 Title 22, Social Security, Division 1.8 California Department of Aging, Chapter 4 (1) Title III Programs – Program and Service Provider Requirements, Article 5. Title III C- Elderly Nutrition Program (herein referred to as Title 22) Section 7638.5 Nutrition Requirements of Meals:

https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/

4.1.1.2 CDA Program Memo 12-17 (P) Nutrition Older Americans Act Nutrition Services Menu Guidance for Compliance with Dietary Guidelines for Americans, 2010:
<https://www.aging.ca.gov/PM/> (For Year 2012 – PM12-17(P) and attachment)

4.1.2 Each meal shall contain at least one-third (1/3) of the current Dietary Reference Intakes (DRIs) as established by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences (2007), which are incorporated by reference.

<https://www.ncbi.nlm.nih.gov/books/NBK56068/table/summarytables.t2/?report=objectonly>

4.1.2.1 If the program provides two (2) meals per day, second meal shall be different from the first meal and a minimum of two-thirds (2/3) of the DRI must be provided.

4.1.3 Meals shall comply with the Dietary Guidelines for Americans (2015, 8th edition) established by the U.S. Department of Agriculture and the U.S. Department of Health and Human Services.
<http://fnic.nal.usda.gov/dietary-guidance/dietary-guidelines>

4.1.4 Contractor shall submit menus to the County's Registered Dietitian for review and approval four (4) weeks prior to the start of the month. Menus shall reflect cultural and ethnic dietary needs of participants, when feasible and appropriate.

4.1.5 Contractor shall meet, when feasible, the Guidelines for Congregate/Custodial Meal Programs in the Eat Well Standards and shall not supersede Section 4.1.1 above.

http://www.livewellsd.org/content/dam/livewell/topics/Eat-Well-Practices/PDFs_EatWell/Eat%20Well%20Practices.pdf

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- 4.1.6 Contractor shall include, when feasible, the use of locally grown foods and identify potential partnerships with local producers and providers of locally grown foods.
- 4.1.7 Contractor shall ensure that the food facility where Home Delivered Meals are produced has equipment necessary for the preparation and packaging of prepared meals.
- 4.1.8 The County's Registered Dietitian shall provide input, review, and approval of the menus to ensure compliance with Title 22 CCR 7634.3 (d)(1) and Title 22 CCR 7638.
- 4.2 Home-Delivered Meals. Contractor shall provide the maximum number of home-delivered meals annually, pursuant to Exhibit C, to seniors a minimum of five (5) days per week delivered between the hours of 10 a.m. and 2 p.m. Any deliveries outside of this time period require County approval in advance.
- 4.2.1 Contractor shall assess the level of need for home-delivered nutrition services of each eligible participant.
- 4.2.1.1 Eligibility of seniors are defined as frail needing assistance with 2 or more Activities of Daily Living (ADLs) and homebound. ADLs include human assistance and/or verbal cues with personal hygiene, dressing, eating, using a restroom and transferring oneself.
- 4.2.1.2 The initial assessment may be conducted by telephone, and a written assessment shall be conducted in the participant's home within two (2) weeks of initiation of services, and shall include an assessment of the type of meal (e.g., hot, cold, frozen) that is appropriate for the participant in their living environment, determining the need for a second meal if option is available and the estimated timeframe for home-delivered meals service needed.
- 4.2.1.3 A reassessment of the participant's need shall be completed quarterly and a reassessment in the participant's home shall be conducted at least every other quarter. Contractors are encouraged to direct seniors to congregate meal programs if/when they no longer meet the home-delivered meal eligibility criteria.
- 4.2.1.4 An older individual eligible for receiving home-delivered meals shall be assessed for need for nutrition-related supportive services, and referred as necessary.
- 4.2.1.5 All assessments and reassessments shall be updated on the data collection website and shall be made available to Contracting Officer's Representative (COR) upon request.
- 4.2.2 Participants shall not be means tested [OAA 315(b)(3)].
- 4.2.3 Contractor shall provide written instructions for handling and re-heating of the cold or frozen meal in the language of the participant receiving the meal.
- 4.2.4 Home-Delivered Meals Drivers. Contractor's staff and/or volunteers providing home delivery shall possess a current and valid driver's license issued by the State of California, and Contractor shall maintain a copy(ies) of said licenses on site for review by COR. Drivers shall maintain the appropriate type of California license for the size vehicle used to transport food and comply with the State of California, Department of Motor Vehicle requirements.

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- 4.2.5 Waiting List. Contractor shall have a written procedure in place to address how they will prioritize the most-at-risk seniors when contractor is unable to provide meals to eligible individuals. Documentation of this procedure will be submitted to the COR. Contractor shall report the number of seniors on their wait list on a monthly basis.
- 4.3 Nutrition Education. Contractor shall provide a minimum of four (4) nutrition education programs per contract year to participants in each of Contractor's home-delivered meal programs.
- 4.3.1 Contractor shall develop an annual nutrition education plan which shall be implemented, monitored the County's Registered Dietitian and kept on file for review by the County. The plan shall meet the requirements of Title 22, Section 7638.11 Nutrition Education Services for Participants.
- 4.3.2 Nutrition Education services shall be provided in accordance with Title 22, Section 7638.11 Nutrition Education Services for Participants.
- 4.3.3 Nutrition Education shall include teaching participants about healthful food choices, balancing food and physical activity, and promoting behaviors recommended in the Dietary Guidelines for Americans.
- 4.3.4 An annual needs assessment shall be performed by the Contractor to determine the nutrition education services needed by home-delivered-meal-participants.
- 4.3.5 The County's Registered Dietitian shall provide input, review and approve the content of nutrition education prior to presentation.

5. Target Population and Geographic Service Area

5.1. Contractor shall provide services to eligible population for Title III C-2. As defined as individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. The areas identified as greatest economic and social need are in red on the AIS Senior Nutrition Map: <http://sdcountry.maps.arcgis.com/apps/webappviewer/index.html?id=c1da92cfb82d4294a7356e2965310f0f>

5.2. Client address must be in the following zip codes to qualify as a Rural Area:

- 5.2.1. 91905 – Boulevard
- 5.2.2. 91906 – Campo
- 5.2.3. 91916 – Descanso
- 5.2.4. 91917 - Dulzura
- 5.2.5. 91934 – Jacumba
- 5.2.6. 91935 – Jamul
- 5.2.7. 91962 – Pine Valley
- 5.2.8. 91963 – Potrero
- 5.2.9. 91980 – Tecate

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- 5.2.10. 92003 – Bonsall
- 5.2.11. 92004 – Borrego Springs/Ocotillo Wells
- 5.2.12. 92036 – Julian
- 5.2.13. 92059 – Pala
- 5.2.14. 92061 – Pauma Valley, Pala
- 5.2.15. 92066 – Ranchita, Warner Springs
- 5.2.16. 92070 – San Ysabel
- 5.2.17. 92082 – Valley Center
- 5.2.18. 92068 – Warner Springs

5.3. Contractor shall post Home-delivered meal zip codes, street and/or physical boundaries on Contractor's website.

5.3.1. Home Delivered Meal zip code: 91950

6. Payment for Services

6.1 Contractor shall submit a monthly claim for the actual service deliverables for the prior month to the COR by the fifteenth (15th) of the following month.

6.1.1 Invoices/Claims shall not be processed for payment until COR-approved, which will occur once all required information is included and submitted to COR.

6.2 Funding Components: Fiscal Terms and Conditions. The Senior Nutrition Program is funded by the following components and follow the fiscal terms and conditions listed below:

6.2.1 Older Americans Act (OAA)/California Department of Aging (CDA) Title III Allocation. This funding is allocated as follows:

6.2.1.1 State of California Title III C-2 Funding Stream. This is the fixed supplemental rate dollar amount for a portion of Contractor's home-delivered meal costs. Payments are monthly compensation payments to Contractor for the provision of home-delivered meals according to Exhibit A and A-1, Statement of Work.

6.2.2 Nutrition Services Incentive Program (NSIP). This is the fixed supplemental rate dollar amount for incentive payments from the NSIP. NSIP payments are monthly incentives based on the number of meals served per Exhibit C – Pricing Schedule. This amount will be determined annually by the County, based on funds received from the State and Contractor's prior year's performance (i.e., meals served). NSIP funds shall only be used to purchase food to be used in the Senior Nutrition Program and not to meet cost sharing or to match funds for any other federal program.

6.2.3 One-Time-Only (OTO) Allocation. OTO allocations are one-time annual monetary awards for the purchase of equipment/vehicle that enhances the delivery of services to the eligible population which are directly related to the Senior Nutrition Program. OTO awards are based on funds received from the State of California, and must be approved in advance by the County. Contractor shall procure the goods or services by utilizing

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competitive measures, and provide documentation of receiving three (3) or more quotes to substantiate fair and reasonable pricing. County will reimburse costs upon submission of receipts with the invoice in the month following the month in which the expenditure(s) occurred.

6.2.4 Contractor's program income. Program income means revenue generated by the Contractor from contract-supported activities and may include:

6.2.4.1 Voluntary contributions received from a participant or other party for services received.

6.2.4.2 Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

6.2.4.3 Royalties received on patents and copyrights from contract-supported activities.

6.2.4.4 Proceeds from the sale of items purchased under a CDA contract agreement. No equipment purchased with CDA funds will be sold without preapproval from the County and the CDA.

6.2.4.5 Contractor shall not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR 200.403(f)][45 CFR 75.403(f)] and OAA Title VI. In order to avoid duplicate reimbursement, Contractor shall not claim the cost of the same meal, equipment or services from another funding source.

6.2.5 Contractor's other revenue, such as fundraising and other donations. The fixed supplement rates are determined to offset the cost of providing services based on and subject to availability of funds from the State of California, California Department of Aging (CDA). Said compensation is not designed to fully fund the Senior Nutrition Program. Funding provided by County is only intended to supplement meal cost.

6.2.6 The County shall have the authority to increase or reduce the contract compensation, via the issuance of an amendment, signed by the County's Director of Purchasing and Contracting.

6.2.7 Contractor shall create a waiting list only when Contractor projects to serve over the contracted amount allocated in Exhibit C. If Contractor projections determines a need to establish a waiting list Contractor shall provide written notification to COR within twenty-four hours (24) prior to establishing a waiting list and provide the following:

6.2.7.1 Justification as to why eligible individuals are being placed on waiting list

6.2.7.2 Justification of the ranking of the eligible individual placement on the waiting list shall be based on greatest need and/or in accordance with Contractor's established policy and approved by COR. Copy of policy shall be provided to COR annually.

7. General Requirements for Service Delivery

7.1 Contractor's food services shall comply with the California Code of Regulations, Title 22, The California Retail Food Code (CRFC)
<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/MEHKO/CALIFORNIA%20RETAIL%20FOOD%20CODE%202019.pdf>

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- 7.2 Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), Department of Industrial Relations requirements (<https://www.dir.ca.gov/dosh/>) regarding staff and participant safety.
- 7.3 Contractor shall possess and maintain a valid health permit from the County of San Diego Department of Environmental Health (<http://www.sdcountry.ca.gov/deh/>) for food preparation sites and shall post the permit as required. A copy of a valid health permit for a subcontracted Caterer or Vendor must be kept on file on by the Contractor.
- 7.4 Food preparation is defined as packaging, processing, assembling, portioning, or any operation that changes the form, flavor or consistency of food.
- 7.5 The County's Registered Dietitian shall conduct announced and unannounced site visits to food preparation facilities and meal delivery sites for compliance with the above stated regulations.
- 7.6 Contractor shall provide County-supplied SNAP/CalFresh program information to all senior nutrition clients as the information is available.
- 7.7 Contractor shall ensure policies that support tobacco-free environments are in place, which includes:
- 7.7.1 Smoke-free entrances.
- 7.7.2 Smoke-free facilities (no designated smoking areas).
- 7.7.3 No smoking signs are posted at all entrances/exits.
- 7.8 Staff and Volunteer Orientation and Training.
- 7.8.1 All of Contractor staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks per Title 22 CCR 7636.5 (a)-(f).
- 7.8.1.1 At a minimum, training shall include:
- 7.8.1.1.1 Food safety, prevention of foodborne illness, and HACCP principles.
- 7.8.1.1.2 Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
- 7.8.1.2 Contractor shall provide a minimum of four (4) hours of in-service staff training annually to paid and volunteer congregate and home delivered meal staff.
- 7.8.1.3 Contractor shall provide a yearly written plan that shall be developed, implemented and maintained by the Contractor that identifies who shall to be trained, who shall conduct training, content and date scheduled.
- 7.8.1.4 The County's Registered Dietitian shall review and approve the content of the staff/volunteer training prior to presentation.
- 7.8.1.5 Contractor training sessions shall be evaluated by those receiving the training and attendance records shall be maintained and on file.
- 7.8.2 Contractor shall ensure all staff and volunteers are trained in elder abuse awareness and know how and when to report if they suspect an elder may have symptoms of abuse or neglect. Contractor shall contact local law enforcement or call 1-800-510- 2020 to report suspected elder abuse.

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7.8.3 Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety. All Contractor facilities are subject to inspection and approval.

7.9 Performance Expectations. Contractor shall maintain ninety-five percent (95%) compliance with service levels stated in this Agreement. A Performance Improvement Plan may be required to be submitted by Contractor if Contractor consistently (i.e., three (3) consecutive months or more) falls below ninety percent (90%) of the service levels. Service levels shall be reviewed monthly, quarterly, and annually by Contractor and County staff. Failure to bring service levels up to the contracted levels may result in re-negotiation of the contracted service levels or termination of the contract. The Exhibit C – Pricing Schedule may be revised to be commensurate with the lower level of service(s).

7.10 Reference to AIS. All printed materials, publicity, and media outreach prepared or conducted by Contractor shall include a reference to County of San Diego Health and Human Services Agency (HHSA), Aging & Independence Services (AIS) as the funding source. County of San Diego logos shall be included as appropriate. Copies of publicity materials related to programs identified in this contract shall be provided to the COR.

7.11 Match. Contractor shall provide a minimum of an eleven point eleven percent (11.11%) match for program costs in cash or in-kind contributions. In-kind contributions are defined as the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

7.12 Cultural Competence and Diversity. Contractor shall support the County of San Diego, Health and Human Services Agency, Aging & Independence Services (AIS) through organizational and systematic practices demonstrating cultural competence and diversity. Contractor shall have an employee training plan that addresses these competencies and shall provide a copy to the COR annually. All services provided shall be oriented to meet the linguistic and cultural needs of the diverse clients to be served.

7.13 Vehicles. Contractor shall provide their own vehicles to deliver meals to nutrition sites and/or to transport clients to congregate sites unless vehicles are provided by the County. Vehicles may be provided by County, through this Agreement based on need and the availability of funding but are not guaranteed. Contractor shall comply with all rules and regulations of the State of California Department of Motor Vehicles, the California Code of Regulations, the California Retail Food Code, Exhibit B – Insurance Requirements, Exhibit B-1 – Vehicle Usage Agreement and a separate usage, maintenance, and operations agreement which shall be incorporated herein.

7.14 AIS Contractor Meetings. AIS may schedule Contractor meetings on an as-needed basis pertaining to the needs of the contract requirements. Contractor shall have at least one representative present at all meetings. These meetings are at the discretion of AIS and will be held at the AIS office at 5560 Overland Ave, San Diego, CA 92123 and location is subject to change if needed.

7.15 Detailed Budget. Contractor shall use the Nutrition Contract Budget Template to submit a detailed budget with line items to the COR on an annual basis no later than July 1st of each fiscal year.

8. Specific Requirements for Service Delivery

8.1 Meal Service. Contractor shall:

8.1.1 Provide hot or other appropriate meal that meets minimum nutrition requirements [45 CFR 1321.53(b)(3)]. Meals to participants who are homebound must be made available a minimum of five days per week, and frozen meals for the weekend or holidays may be delivered during the week. Meals shall be prepared,

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packaged, served and delivered in a manner which complies with local public health laws and regulations, and in consideration of the clients being served.

- 8.1.2 Each meal shall comply with the most recent DGA and provide each participating older individual:
1. A minimum of 33 1/3 percent DRIs per meal if the program provides one meal per day.
 2. A minimum of 66 2/3 percent DRIs per meal if the program provides 2 meals per day.
 3. If providing multiple meals per day, program shall ensure that each participant is receiving both meals, or that each of the meals provides 33 1/3 percent DRIs.
- 8.1.3 Meal delivery can occur less frequently only with prior approval from COR, but meals shall be made available a minimum of five days per week, and frozen meals for weekend or holidays.
- 8.2 Staffing/Administration. Contractor shall maintain an adequate number of qualified persons to assure the satisfactory implementation of: program leadership; program planning; provision of nutrition services; outreach and other services; volunteer activities; financial and contract management; data collection for required federal, State and County reports and records. **Notification of program changes must be made to the County within twenty-four (24) hours when said changes will affect the delivery of services to the participants.**
- 8.2.1 Contractor shall comply with Title 22 Section 7636.3 Staff Qualifications.
https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/Code_of_Regulations/
- 8.2.2 All Contractor staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks per Title 22 CCR 7636.5 (a)(e).
- 8.3 Meal Contributions by Eligible Participants. Eligible persons receiving nutrition services shall be given the opportunity to contribute to the cost of the service provided and shall determine for themselves what they are able to contribute. Contractor shall provide written information regarding the suggested donation amount. Contractor shall not deny services to any person because of failure to contribute [OAA 315(b)(4)]22CCR 7638.9]. Methods to receive contributions shall ensure anonymity and protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution. Contractor shall provide a 30-day notification to participants of increases in recommended donations.
- 8.3.1 Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Contractor's site, and provided to the COR annually for pre-approval.
- 8.3.2 Contributions are considered program income and shall be used in support of the nutrition program.
- 8.3.3 Meal participants shall be informed that there is no obligation to contribute and contributions are purely voluntary.
- 8.4 Records, Reports and Distribution Information. Contractor shall maintain a system for the collection of data that will accurately reflect the Contractor's program and financial operations, will meet requirements with respect to confidentiality, and fulfill the information required by this contract.
- 8.4.1 Contractor shall maintain accurate daily home delivered meal logs that record each meal delivered to each participating seniors.

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8.4.2 Contractor shall report all program income and match to the County on a monthly basis.

8.5 Holidays. A maximum of twelve (12) recognized holiday closings will be allowed per year. A holiday schedule shall be submitted to the COR at the beginning of each fiscal year, no later than thirty (30) days after the start of the new fiscal year. Additional closures will be handled on a case-by-case basis and require a minimum of thirty (30) days advance notice to the County.

8.5.1 If more than twelve (12) holiday closings are taken, Contractor must make up the days lost.

8.6 Data Collection and Reporting.

8.6.1 Contractor shall utilize the AIS-identified automated data collection system to:

8.6.1.1 Register and maintain all CDA required client demographic and assessment data for all active clients. AIS Client Intake & Assessment Form can be used to collect required information.

8.6.1.2 Track and report all service unit delivery data (via bar-coding and manual data entry) on an on-going basis.

8.6.2 Contractor shall maintain and report accurate daily meal counts and nutrition education units in the County-identified automated data collection system.

8.6.3 Contractor shall submit monthly summary reports of the information listed in 8.6 and claims to the designated COR by the fifteenth (15th) of the month following the month in which the services were provided. Claims will be paid upon successful determination of reconciled data as mentioned in paragraphs

8.6.1.1 and 8.6.1.2.

8.6.4 Contractor shall submit a completed report of actual costs expended for each service category at the end of each contract fiscal year for the term of the contract, as requested by the County, in the form and format as provided by AIS.

8.7 Customer Satisfaction Survey. Contractor shall annually obtain the views of participants regarding the services received through the development and utilization of a customer satisfaction survey.

8.7.1 Contractor shall provide a summary report of the results of the satisfaction survey to the COR by the fifteenth (15th) of the month following the completion of the survey cycle.

8.7.2 Contractor shall make all survey results available to COR upon request.

8.8 Grievance Procedure. Contractor shall develop a written grievance process per Title 22 CCR 7400(a)(2)(3) for clients to report grievances pertaining to the nutrition program, inclusive of the complainant's rights to privacy. Homebound individuals shall be notified of the grievance process in writing. A copy of the grievance procedure shall be provided to the COR annually for pre-approval.

9. Meal Preparation Site Closure Plan

9.1 As a provider of services to home bound seniors and persons with ADA accessibility requirements Contractor shall:

9.1.1 Establish and maintain a Meal Preparation Site Closure Plan to ensure preparedness and the ability to continue to deliver services if at all possible. Contractor shall provide a copy to COR annually for pre-approval and keep

COUNTY CONTRACT NUMBER 561763
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM
EXHIBIT A-1 – STATEMENT OF WORK
HOME DELIVERED MEALS IN THE SOUTH REGION

the plan on file with Contractor.

9.1.2 If Contractor is unable to provide delivery services due to unanticipated site closure Contractor shall notify COR within twenty-four (24) hours and initiate the established plan to provide projected timeline when delivery services shall resume.

9.1.3 Provide the County with the following:

9.1.3.1 Primary and secondary emergency contact phone numbers.

9.1.3.2 Status updates, upon request, including the following at a minimum:

9.1.3.2.1 Services provided to the target population.

9.1.3.2.2 Service capacity.

COUNTY CONTRACT NUMBER 561763
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM
EXHIBIT B – INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- C. Automobile Physical Damage providing ACV Comprehensive and Collision on Program vehicles.
- D. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Automobile Physical Damage: Coverage shall include a Loss Payable clause to the County of San Diego. Maximum deductible of \$2,500 per occurrence
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Deductibles and Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this contract, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

COUNTY CONTRACT NUMBER 561763
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM
EXHIBIT B – INSURANCE REQUIREMENTS

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and 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 in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

12. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

COUNTY CONTRACT NUMBER 561763
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM
EXHIBIT B-1 – VEHICLE USAGE AGREEMENT

This Exhibit shall apply to vehicle(s) purchased with California Department of Aging (CDA) funds. Contractor shall be responsible for obtaining and maintaining vehicles (and affixed refrigeration units) pursuant to the requirements of the CDA and this Agreement.

(a) Contractor shall take possession (or maintain possession if obtained under a prior County agreement) of the following vehicles for its use under this Agreement:

1. 2004 Ford Ranger Hotshot, Vehicle Identification Number (VIN): 1FTYR11U24PBO3143, License Number 1156571, County Identification Number 338
2. 2008 Ford Ranger Hotshot, Vehicle Identification Number (VIN): 1FTYR10U78PB01735, License Number 1315992, County Identification Number 356
3. 2013 Ford F150 Hotshot, Vehicle Identification Number (VIN): 1FTMF1CM5DFC14067, License Number 1413787, County Identification Number 381

(b) County will provide California Department of Aging (CDA) inventory asset tags to the Contractor, subject to the requirements set forth below.

1. Contractor shall register all vehicles purchased with CDA funding with the Department of Motor Vehicles listing Contractor to as owner and the "County of San Diego" as the lien holder.
2. Contractor shall, at its sole expense, maintain, repair, and operate the vehicle(s) (including affixed refrigeration units) in accordance with the manufacturer's requirements and standards. Contractor shall, at its sole expense, make all necessary repairs, whether resulting from normal operations or from an accident. Contractor shall maintain records of all maintenance and repairs and shall provide copies of such records to the Contracting Officer's Representative (COR) when services and repairs are completed.
3. Contractor shall utilize the vehicle(s) only for the purposes specified in this Agreement. Any other use of these vehicles requires the County's prior written approval.
4. Unless the County provides prior written approval, Contractor shall operate the vehicles only within the geographical boundaries of San Diego County.
5. Whenever feasible, Contractor shall coordinate with other senior providers to maximize the availability of transportation to seniors.
6. Contractor shall comply with all rules and regulations of the State of California Department of Motor Vehicles including those regarding the public transportation of passengers.
7. Contractor shall report to the COR within twenty-four (24) hours of any accident in which a vehicle is involved. Within ten (10) working days, Contractor must submit a written report to the COR that includes a copy of the police report, the amount of damage, and the steps to be taken by the Contractor to repair or replace the vehicles.

COUNTY CONTRACT NUMBER 561763
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM
EXHIBIT B-1 – VEHICLE USAGE AGREEMENT

8. For each vehicle, on or before September 1st of each year, Contractor shall file a report with the COR consisting of the vehicle log(s), the vehicle(s) maintenance record, and a general summary of the current condition and use of the vehicle(s) and the current location of the vehicle(s).
9. Contractor shall notify the COR immediately if a vehicle is stolen or otherwise not in Contractor's possession.
10. If Contractor can no longer utilize the vehicle(s) under this Agreement, Contractor shall immediately contact the COR in writing regarding disposition of the vehicle(s). Upon such notification, upon termination of the Agreement, or in conformance with disentanglement requirements, vehicles shall be disposed of as follows:
 - a. The County may, in its sole discretion, request approval from CDA to dispose of the vehicle(s). If written approval from CDA is obtained, the County shall notify Contractor of the approval, and Contractor shall dispose of the vehicle(s) in accordance with CDA, County, and any other applicable legal requirements. Contractor shall provide proper documentation to County of the method of disposal and submit proof of disposal to the COR within five (5) business days of such disposal. Any proceeds (including insurance proceeds) from disposal of the vehicle(s) and/or any refrigeration units affixed to the vehicle(s) shall be provided to the County.
 - b. If, in the County's sole discretion, the vehicle(s) can be utilized by another provider or the County, Contractor shall the transfer ownership the vehicle(s) and any affixed refrigeration units as directed by the County.
11. Contractor shall make the vehicle(s) available for inspection to the County or a County designee.
12. Contractor shall display CDA inventory asset tags as instructed. The inventory asset tags are to remain free of obstruction and, if damaged, Contractor shall notify COR in writing within twenty-four (24) hours to request a replacement for the CDA inventory asset tag.

COUNTY CONTRACT NUMBER 561763
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM
EXHIBIT C – PRICING SCHEDULE

COMPENSATION: The compensation listed below is not designed to fully fund the program. The fixed supplemental rates are developed annually based on funding and determined to offset the cost of providing services. These rates are subject to availability of funding from the State of California, California Department of Aging (CDA) and can change annually. A completed report of actual costs (closeout report) expended shall be submitted at the end of the fiscal year.

BASE PERIOD February 1, 2020 – June 30, 2020

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	25,630	\$4.96	\$127,124.80	\$14,123.57
Home-Delivered Meals	9,863	\$4.76	\$46,947.88	\$5,215.91
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	25,630	\$0.77	\$19,735.10	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	9,863	\$0.68	\$6,706.84	N/A
GRAND TOTAL:			\$200,514.62	\$19,339.47

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of item(s) purchased
 - 1.3.1.4. Date of items(s) purchased

**COUNTY CONTRACT NUMBER 561763
 AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM
 EXHIBIT C – PRICING SCHEDULE**

OPTION 1 - July 1, 2020 – June 30, 2021

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	40,972	\$4.96	\$203,221.12	\$22,577.87
Home-Delivered Meals	17,676	\$4.76	\$84,137.76	\$9,347.71
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	40,972	\$0.77	\$31,548.44	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	17,676	\$0.68	\$12,019.68	N/A
GRAND TOTAL:			\$330,927.00	\$31,925.57

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of item(s) purchased.
 - 1.3.1.4. Date of items(s) purchased.

COUNTY CONTRACT NUMBER 561763
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM
EXHIBIT C – PRICING SCHEDULE

OPTION 2 - July 1, 2021 – June 30, 2022

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	40,972	\$4.96	\$203,221.12	\$22,577.87
Home-Delivered Meals	17,676	\$4.76	\$84,137.76	\$9,347.71
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	40,972	\$0.77	\$31,548.44	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	17,676	\$0.68	\$12,019.68	N/A
GRAND TOTAL:			\$330,927.00	\$31,925.57

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of items(s) purchased
 - 1.3.1.4. Date of items(s) purchased

COUNTY CONTRACT NUMBER 561763
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR SENIOR NUTRITION PROGRAM
EXHIBIT C – PRICING SCHEDULE

OPTION 3 - July 1, 2022 – June 30, 2023

Services	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	Contractor's Match (Multiply the total by 11.11% for total contractor match)
Congregate Meals	40,972	\$4.96	\$203,221.12	\$22,577.87
Home-Delivered Meals	17,676	\$4.76	\$84,137.76	\$9,347.71
Transportation (Number of proposed Congregate Meals)	N/A	N/A	N/A	N/A
Incentive Payments* (Number of proposed Congregate Meals)	40,972	\$0.77	\$31,548.44	N/A
Incentive Payments* (Number of proposed Home-Delivered Meals)	17,676	\$0.68	\$12,019.68	N/A
GRAND TOTAL:			\$330,927.00	\$31,925.57

*Nutrition Services Incentive Payment (NSIP) dollar amounts are estimates ONLY and may be adjusted based on actual prior year number of meals served.

1. Cost Reimbursement

- 1.1. Contractor may be reimbursed for items purchased under this agreement in accordance with SOW paragraph 6.2.3 for One-Time-Only (OTO) Funds.
- 1.2. OTO Funds are based funds received from the State of California. The County cannot guarantee the receipt of the funds and all expenditures must be approved in advance by the County.
- 1.3. Contractor shall procure County approved goods and services through competitive measures further defined in SOW paragraph 6.2.3.
 - 1.3.1. Contractor shall provide a log of purchases made during the billing period and provide with an invoice for reimbursement. Information provided shall include:
 - 1.3.1.1. Description of item purchased
 - 1.3.1.2. Description of competitive measures taken to make said purchase
 - 1.3.1.2.1. Back up documentation providing competitive measures were taken.
 - 1.3.1.3. Total Price of items(s) purchased
 - 1.3.1.4. Date of items(s) purchased

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 12 TO COUNTY CONTRACT 561763 INCREASING THE SENIOR NUTRITION INFRASTRUCTURE GRANT BY AN AMOUNT OF \$81,462, RESULTING IN A NEW MAXIMUM AGREEMENT AMOUNT OF \$2,021,068.27, AND EXTENDING THE CONTRACT TO FEBRUARY 29, 2024, AND AUTHORIZING AN INCREASE OF \$81,462 IN APPROPRIATIONS WITH A CORRESPONDING REVENUE BUDGET

WHEREAS, the George H. Waters Nutrition Program provides thousands of healthy congregate and home-delivered meals to our local seniors every year; and

WHEREAS, the City of National City (“City”) entered into an agreement with the County of San Diego (“County”) in order to receive subsidized funding for the meals served to our local senior population (the “Agreement”); and

WHEREAS, the City and County have previously amended the Agreement a number of times, including most recently on December 5, 2023 to increase the compensation under the Agreement; and

WHEREAS, the County has made additional funding available to the City through this amendment (“Amendment 12”) for an additional two months; and

WHEREAS, the increase provided in Amendment 12 will increase the City’s compensation by \$81,462, resulting in a new maximum Agreement amount of \$2,021,068.27; and

WHEREAS, Amendment 12 also extends the term of Agreement by two (2) months through February 29, 2024 and makes corresponding updates to the payment schedule.

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

Section 1: That the City Council hereby authorizes the Mayor to execute an Amendment to County of San Diego Contract 561763 increasing the Senior Nutrition Center Infrastructure Grant by \$81,462 and extending the term of Agreement through February 29, 2024.

Section 2: That the City Council hereby authorizes an increase of \$81,462 in FY24 County Grant Fund appropriations and a corresponding revenue budget.

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

PASSED and ADOPTED this 16th day of January 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Housing Authority
Prepared by: Carlos Aguirre, Director
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Tenth Amendment to an Option to Purchase Agreement with CarMax. (Parking Authority)

RECOMMENDATION:

Adopt the Resolution Entitled “Resolution of the Parking Authority of the City of National City, California, Authorizing and Ratifying the Tenth Amendment to the Option to Purchase Agreement between the Parking Authority and CarMax Auto Superstores California, LLC, a Virginia Limited Liability Company, Extending the Option Period for 30 days from December 31, 2023, Requiring the Deposit of the Full Purchase Price of \$2.1 Million within 90 days after Exercising the Option to Purchase, and Extending the Permitting Period Six Months from the Deposit of the Purchase Price into Escrow.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

The Parking Authority of the City of National City (“Authority”) owns a 15.08-acre parcel located at the southwest corner of Sweetwater Road and Plaza Bonita Center Way (“Property”). The Authority entered into an Option to Purchase Agreement (“Original Agreement”) with CarMax Auto Superstores California, LLC, (“CarMax”) on August 18, 2015. CarMax intends to use part of the Property to build a CarMax Superstore and provide on-site mitigation.

CarMax is currently working on obtaining permits from the State resource agencies, but it will take additional time to secure the approvals. The Tenth Amendment (“Amendment”) extends the Option Agreement 30 days from December 31, 2023. The Amendment also requires that CarMax deposit the full purchase price into Escrow within 90 days after exercise of the Option to Purchase under the Option Agreement. CarMax will then have six months to obtain all necessary permits, approvals, and complete the tentative parcel map required to close escrow and complete the development.

FINANCIAL STATEMENT:

CarMax will pay the Parking Authority \$2,100,000 for the property. The Authority will immediately pay the County of San Diego the \$2,100,000 to purchase the open space easement on the property, allowing CarMax to construct their facility. The sale of cars will increase the City’s sales tax base and there is no other impact on the City’s General Fund at this time.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - Agreement

Exhibit B - Site Plan

Exhibit C - Resolution

TENTH AMENDMENT
TO
OPTION AGREEMENT

This TENTH AMENDMENT TO OPTION AGREEMENT (this “**Amendment**”) is entered into as of December 31st, 2023 (the “**Effective Date**”), by and between THE PARKING AUTHORITY OF THE CITY OF NATIONAL CITY, a public body corporate and politic (the “**Authority**”) and CARMAX AUTO SUPERSTORES, INC., a Virginia corporation (the “**Optionee**”).

RECITALS

A. The Authority and Optionee or Optionee’s predecessor-in-interest, as applicable, are parties to that certain Option Agreement (CarMax, National City, California) dated as of August 18, 2015, as amended by that certain First Amendment to Option Agreement dated as of May 3, 2016, that certain Second Amendment to Option Agreement dated as of August 26, 2016, that certain Third Amendment to Option Agreement dated as of January 26, 2017, that certain Fourth Amendment to Option Agreement dated as of September 5, 2017, that certain Fifth Amendment to Option Agreement dated as of December 6, 2018, that certain Sixth Amendment to Option Agreement dated as of February 19, 2019, that certain Seventh Amendment to Option Agreement dated as of November 19, 2019, that certain Eighth Amendment to Option Agreement dated as of December 1, 2020, and that certain Ninth Amendment to Option Agreement dated as of December 7, 2021 (collectively, the “**Original Agreement**”), relating to certain real property in National City, California (the “**Property**”).

B. Optionee has been in the process of obtaining all necessary Permits, Approvals, and the Tentative Parcel Map for its intended use.

C. The parties desire to amend the Original Agreement as hereinafter provided.

D. Capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Original Agreement. The Original Agreement, as modified by this Amendment, shall be referred to herein as the “**Agreement**.”

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Intent to Exercise Option. Within thirty (30) days of the Effective Date, Optionee shall provide Authority with written notice of its intent to exercise the Option and deposit the balance of the Purchase Price into Escrow as required by this Amendment. Optionee shall include with said notice a list of all necessary Permits and Approvals that, to the best of Optionee’s knowledge, are still outstanding.

2. Deposit of Purchase Price. Within ninety (90) days of written notice of exercise of Options as required by this Amendment, Optionee shall deposit the balance of the Purchase Price (as defined in Section 6(a) of the Agreement, as subsequently amended), in the total amount of \$2.1 Million (\$2,100,000), into Escrow as set forth in Section 6(b)(1) (the “**Purchase**

Price Deposit”). Notwithstanding Section 6(b)(2), in the event Optionee fails to obtain all necessary Permits, Approvals, and the Tentative Parcel Map within six (6) months of the Purchase Price Deposit, Optionee shall have the right, but not the obligation, to elect to terminate this Agreement upon written notice given to the Authority prior to the expiration of such 6-month period (the “**Termination Notice**”). If Optionee timely provides the Termination Notice to the Authority, then this Agreement shall terminate and the Purchase Price Deposit will be immediately returned to Optionee. If Optionee does not timely provide the Termination Notice to the Authority, then this Agreement shall remain in full force and effect.

3. Extension of Permitting Period. Section 8(a) of the Original Agreement is hereby amended by deleting the first sentence thereof and inserting the following in lieu thereof: “Optionee shall have until six (6) months from depositing the Purchase Price into Escrow to obtain all necessary Permits, Approvals, and the Tentative Parcel Map.”

4. General. Except as expressly amended hereby, the terms and conditions of the Original Agreement shall remain unmodified and in full force and effect. This Amendment may be executed in counterparts, all of which evidence only one agreement, binding on all parties, even though they are not signatories to the same counterpart. If any term, covenant or condition of this Amendment or its application to any person or circumstances shall be held to be invalid or unenforceable, the remainder of this Amendment and the application of such term or provision to other persons or circumstances shall not be affected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law. The terms of this Amendment are binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. This Amendment shall be governed by the laws of the State of California.

Signatures continued on following page

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

AUTHORITY:

PARKING AUTHORITY OF THE CITY
OF NATIONAL CITY

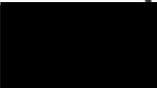
By: 
Name: Benjamin A. Martinez
Title: Secretary

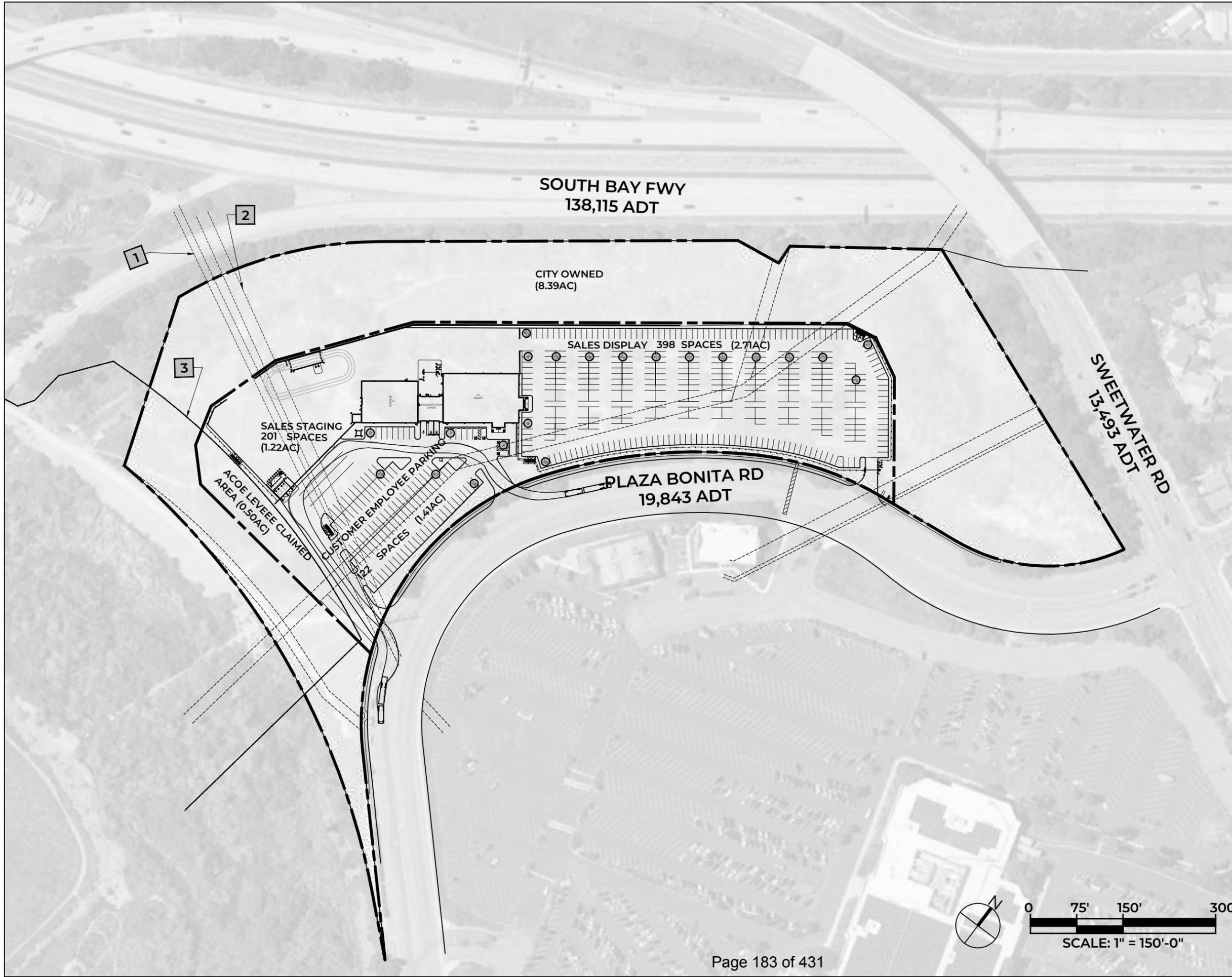
Approved as to Form:

By: 
Name: Barry J. Schultz
Legal Counsel for the Parking Authority
of the City of National City

OPTIONEE:

CARMAX AUTO SUPERSTORES, INC.,
a Virginia corporation

By: 
K. Douglass Moyers, Vice President




SITE INFORMATION	
DEVELOPED	6.69
DETENTION	0
WETLANDS	0
EASEMENTS	0.50
BUFFERS	0
EXPANSION	0
SURPLUS	0
TOTAL	7.19

BUILDING INFORMATION	
	"M/S"
SALES	10,030 SF
PRESENTATION	1,708 SF
RETAIL SERVICE	6,150 SF
PRODUCTION	0
CARWASH	936 SF
FQC/AUCTION	0
OTHER	0
TOTAL	18,824 SF

DESIGN BASIS	
	"M/S"
SE	
PE	
AE	
BE	
REQUIRED	PROVIDED

NOTES

GENERAL

-

KEY

- EXISTING POWER LINE EASEMENT
- PROPOSED RELOCATED EASEMENT PER EXISTING LOCATION OF POWER LINE
- PROPOSED LEVEE ROW

CARMAX

12800 TUCKAHOE CREEK PKWY RICHMOND, VA 23238
804-747-0422 | CARMAX.COM

SP NO	DATE	DESCRIPTION	BY
SP-20	09.18.23	UPDATED DESIGN BASIS WITH NEW INFORMATION	BDM
SP-19	01.11.23	CONVERTED CENTERPOINT CAD TO SITE PLAN. UPDATED REQUIRED PARKING COUNTS	SWR
SP-18	12.03.20	REVISED TOTAL PROPERTY ACREAGE ALONG WITH DEVELOPED ACREAGE	MCC
SP-17	12.02.20	UPDATED SITE PLAN TO MATCH LATEST CIVIL BASE	MCC

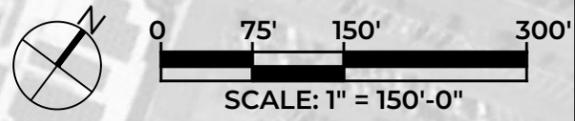
NATIONAL CITY, CA

CONFIDENTIAL
NOT RELEASED FOR CONSTRUCTION

PROJECT NO. XXXX
DATE 09.18.2023

SHEET TITLE
PRELIM. SITE PLAN

SHEET NO.
SP-20



RESOLUTION NO. 2024-

RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING AND RATIFYING THE TENTH AMENDMENT TO THE OPTION TO PURCHASE AGREEMENT BETWEEN THE PARKING AUTHORITY AND CARMAX AUTO SUPERSTORES CALIFORNIA, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, EXTENDING THE OPTION PERIOD FOR 30 DAYS FROM DECEMBER 31, 2023, REQUIRING THE DEPOSIT OF THE FULL PURCHASE PRICE OF \$2.1 MILLION WITHIN 90 DAYS AFTER EXERCISING THE OPTION TO PURCHASE, AND EXTENDS THE PERMITTING PERIOD SIX MONTHS FROM THE DEPOSIT OF THE PURCHASE PRICE INTO ESCROW

WHEREAS, the Parking Authority of the City of National City ("Authority") owns a 15.08-acre parcel located at the southwest corner of Sweetwater Road and Plaza Bonita Center Way ("Property"); and

WHEREAS, the Authority entered into an Option to Purchase Agreement ("Original Agreement") with CarMax Auto Superstores California, LLC ("CarMax") on August 18, 2015; and

WHEREAS, CarMax intends to use part of the Property to build a CarMax Superstore ("Project"), which also provided for on-site mitigation; and

WHEREAS, the total purchase price in the Original Agreement was not to be less than \$3,500,000 for 9.5 acres; and

WHEREAS, on May 3, 2016, the Authority adopted Resolution No. 2016-1 entering into a First Amendment to the Option Agreement to extend the Feasibility Period, and

WHEREAS, the Second Amendment to the Option Agreement was approved and executed in August 2016, to extend the Feasibility Period; and

WHEREAS, on December 6, 2016, the Authority adopted Resolution No. 2016-3 approving the Third Amendment to the Option Agreement, amending the total purchase price to \$1,500,000 for 7.7 acres, or \$4.40 per square foot, contingent on a reduction of the sales price for the County of San Diego Open Space Easement, and allowing the size and dimension of the Property to be determined by CarMax based upon the total size needed for the CarMax Project; and

WHEREAS, on September 5, 2017, the Authority adopted Resolution No. 2017-2 approving the Fourth Amendment to the Option Agreement, which reduced the sales price to \$1,500,000 for 7.63 acres, giving CarMax until September 14, 2018 to obtain all necessary permits, approvals, and the tentative parcel map (the "Permitting Period"), and CarMax would have the right to extend the Permitting Period by up to three (3) successive one (1) month periods, upon prior written notice to the Authority; and

WHEREAS, on December 6, 2018, the City Manager executed the Fifth Amendment, as authorized by the Fourth Amendment, to extend the Permitting Period to February 25, 2019; and

WHEREAS, on February 19, 2019, the City Manager executed a Sixth Amendment to the Option Agreement to extend the Permitting Period from February 25, 2019 to December 4, 2019, with the close of escrow occurring two (2) weeks after the expiration of the Permitting Period, or December 28, 2019; and

WHEREAS, on November 19, 2019, the City Manager executed a Seventh Amendment to extend the Permitting Period from December 4, 2019 to December 31, 2020, with the close of escrow occurring two (2) weeks after the expiration of the Permitting Period, or January 14, 2021; and

WHEREAS, on December 1, 2020, the Authority adopted Resolution No. 2020 - 2 approving the Eighth Amendment to the Option Agreement, which amended the total purchase price to \$2,100,000 for 7.19 acres, amended the definition of "Property" to delete entirely the definition of "Residual Parcel" and extended the permitting period from December 31, 2020 until December 31, 2021, giving CarMax time to obtain all necessary permits and approvals; and

WHEREAS, on December 7, 2021, the Authority adopted Resolution No. 2021- 3 approving the Ninth Amendment to the Option Agreement, which extended the permitting period from December 31, 2021 to December 31, 2023; and

WHEREAS, the Tenth Amendment to Option Agreement amends the Original Agreement by extending the option period for 30 days from December 31, 2023, requires the deposit of the full purchase price into escrow within 90 days of written notice of exercise of the option, and extends the permitting period for six months from depositing the purchase price into escrow.

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

Section 1: The Parking Authority of the City of National City authorizes and ratifies the Tenth Amendment to the Option to Purchase Agreement between the Parking Authority and CarMax Auto Superstores California, LLC, extending the option period for 30 days from December 31, 2023, requiring the deposit of the full purchase price of \$2,100,000 into escrow within 90 days of written notice of exercising the option to purchase, and extending the Permitting Period for six months from depositing the Purchase Price into Escrow.

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

PASSED and ADOPTED this 16th day of January 2024.

Ron Morrison, Chairman

ATTEST:

Benjamin A. Martinez, Secretary

APPROVED AS TO FORM:

Barry J. Schultz, Legal Counsel



AGENDA REPORT

Department: Housing Authority
Prepared by: Carlos Aguirre, Director
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Seventeenth Amendment to an Option to Purchase Agreement with the County of San Diego for the Purchase of Open Space Easement (Parking Authority)

RECOMMENDATION:

Adopt the Resolution Entitled “Resolution of the Parking Authority of the City of National City, California, Authorizing and Ratifying the Seventeenth Amendment to the Option to Purchase Agreement with the County of San Diego for the Purchase of an Open-space Easement on a 15.08 acre Parcel of Land at the Southwest Corner of Sweetwater Road and Bonita Center Road that Extends the Term of said Option to Purchase Agreement for 30 Days, Extends the Escrow for Six Months after the Opening of Escrow, and Authorizes Payment in the Amount of \$1.00 to the County of San Diego as Consideration for Seventeenth Amendment.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On March 20, 2007, the Parking Authority of the City of National City (“Parking Authority”) entered into an Option to Purchase Agreement (“Option Agreement”) with the County of San Diego to purchase an open-space easement attached to the 15.08-acre parcel of land located at the southwest corner of Sweetwater Road and Bonita Center Road (Parcel No. 564-471-11) to develop a commercial project.

The Option Agreement has been subsequently amended in 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 each extending the term of the Option Agreement for one year, and in 2021 the option was extended for two years and was set to expire on December 31, 2023.

The Seventeenth Amendment to the Option Agreement extends the term of the Option Agreement for 30 days and the deadline for close of escrow for six months after the opening of escrow, and in consideration for the Amendment, the Parking Authority agrees to pay \$1.00 to the County of San Diego.

FINANCIAL STATEMENT:

Appropriations are available within the Parking Authority’s budget (fund 420) to make the payment of \$1.00 to the County to extend the term of the agreement. Under the Option Agreement, CarMax will pay the Parking Authority \$2,100,000 for 7.19 acres of the 15.08 acres encumbered by the Open Space Easement.

The Authority will immediately pay the County of San Diego the \$2,100,000 to purchase the open space easement allowing for the development of a CarMax Superstore. The sale of cars will increase the City's sales tax base and there is no other impact on the City's General Fund at this time.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A - 17th Amendment to Option Agreement

Exhibit B - Resolution

SEVENTEENTH AMENDMENT TO OPTION TO PURCHASE AGREEMENT

This Seventeenth Amendment to Option to Purchase Agreement ("Seventeenth Amendment") is made as of December 18, 2023 ("Effective Date"), by and between the County of San Diego, a political subdivision of the State of California ("County") and the Parking Authority of the City of National City, a public body corporate and politic created pursuant to the Parking Law of 1949 ("Optionee") with reference to the following facts:

RECITALS

1. Optionee owns a 15.08-acre parcel of land at the southwest corner of Sweetwater Road and Bonita Center Road in National City, California, identified as County Assessor Parcel Number 564-4 71-11 ("Property").
2. In 1978, Optionee conveyed to County an easement for open space and/or park and recreational purposes ("Easement") over the Property.
3. Optionee wishes to purchase the Easement from County.
4. On April 3, 2007, County and Optionee entered into an Option to Purchase Agreement ("Option Agreement") setting forth the terms of an option whereby Optionee could purchase the Easement from County.
5. On December 13, 2007, Optionee exercised its option to purchase the Easement, and on March 12, 2008, Optionee and County opened escrow pursuant to the terms of the Option Agreement. The escrow was subsequently cancelled in 2011.
6. Optionee was unable to meet the 90-day deadline for closing escrow and requested that the date for close of escrow be extended to December 31, 2008.
7. On July 2, 2008, County and Optionee executed the First Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2008.
8. Optionee was unable to meet the December 31, 2008 deadline. On October 14, 2008, County and Optionee executed the Second Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2009.
9. Optionee was unable to meet the December 31, 2009 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On December 8, 2009, the parties executed the Third Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2010.
10. Optionee was unable to meet the December 31, 2010 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On January 1, 2011, County and Optionee executed the Fourth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2011.
11. Optionee was unable to meet the December 31, 2011 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year.

On March 6, 2012, County and Optionee executed the Fifth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2012.

12. Optionee was unable to meet the December 31, 2012 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On November 1, 2013, County and Optionee executed the Sixth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2013.

13. Optionee was unable to meet the December 31, 2013 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On December 3, 2014, County and Optionee executed the Seventh Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2014.

14. Optionee was unable to meet the December 31, 2014 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On April 21, 2015, County and Optionee executed the Eighth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2015.

15. On October 21, 2014, the Board of Optionee approved an Exclusive Negotiating Agreement ("ENA") between Optionee and CarMax Auto Superstores California, LLC ("CarMax") to allow Optionee and CarMax to negotiate the potential sale to CarMax of approximately 9.5 acres of the Property.

16. On August 18, 2015, the Board of Optionee approved an Option Agreement ("CarMax Option") between Optionee and CarMax to grant CarMax the right to purchase at least 9.5 acres for not less than \$3,500,000 and additional compensation for each square foot in excess of 9.5 acres of the Property.

17. Pursuant to Section 9 of the CarMax Option, a condition precedent to the close of escrow under the CarMax Option between Optionee and CarMax is Optionee's completion of the purchase of the Easement from the County.

18. Optionee was unable to meet the December 31, 2015 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for an additional year. Therefore, on December 28, 2015, the parties executed the Ninth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2016.

19. Optionee was unable to meet the December 31, 2016 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On December 6, 2016, County and Optionee executed the Tenth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2017.

20. Optionee was unable to meet the December 31, 2017 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On December 26, 2017, County and Optionee executed the Eleventh Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2018.

21. Optionee was unable to meet the December 31, 2018 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year.

On December 4, 2018, County and Optionee executed the Twelfth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2019.

22. Optionee was unable to meet the December 31, 2019 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On December 16, 2019, County and Optionee executed the Thirteenth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2020.

23. Optionee was unable to meet the December 31, 2020 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for one additional year. On October 19, 2020, County and Optionee executed the Fourteenth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2021.

24. Due to the change in circumstances, the developable area of the Property was reduced. On December 1, 2020, County and Optionee executed the Fifteenth Amendment, which reduced the Purchase Price of the Easement from \$3,000,000 to \$2,100,000 to be paid by the Optionee to County in accordance with the Option Agreement.

25. Optionee was unable to meet the December 31, 2021 deadline and requested that the deadline for close of escrow and the term of the Option Agreement be extended for two additional years. On December 31, 2021, County and Optionee executed the Sixteenth Amendment, which extended the deadline for close of escrow and the term of the Option Agreement to December 31, 2023.

26. On September 13, 2022, County's Board of Supervisors ("Board") conditionally vacated the Easement and adopted a Resolution of the Board of Supervisors of the County of San Diego Conditionally Vacating Open Space Easement ("Resolution"). The Resolution will be recorded by the Clerk of the Board upon the satisfaction of the following conditions by Optionee: (i) Optionee exercising the option in accordance with the Option Agreement; (ii) Optionee paying County \$2.1 million as the purchase price for the Easement; and (iii) Optionee delivering an executed acknowledged deed conveying title to the Walkway Area as provided in the Option Agreement.

26. Optionee is unable to meet the December 31, 2023 deadline and requests, among other things, that the term of the Option Agreement be extended for thirty additional days and that the deadline for close of escrow be extended for six months after the opening of escrow.

AGREEMENT

Now, therefore, County and Optionee agree to amend the Option Agreement as follows:

1. Optionee shall pay County \$1.00 as consideration for this Seventeenth Amendment. The payment shall be made as specified in paragraph 3B of the Option Agreement.
2. Paragraph 2 of the Option Agreement is amended to read as follows:
 2. Term. The term ("Term") of this Option shall be from the Effective Date through January 31, 2024.
3. Paragraph 3(B) is amended by deleting the address specified therein and replacing it with the following address:

Director, Department of General Services
c/o: Real Estate Services Division
County of San Diego
5560 Overland Avenue, Suite 410
San Diego, CA 92123

4. Paragraph 9(A) of the Option Agreement is amended by deleting the last sentence of the paragraph.

5. Paragraph 9(C)(1) is amended to read as follows:

9(C)(1) Opening of Escrow. Provided Optionee has fulfilled the conditions precedent outlined in Paragraph 4, the parties shall open escrow ("Escrow") with Chicago Title Company ("Escrow Holder") within ninety (90) days of the date that Optionee exercises the Option ("Escrow Deadline"). Escrow shall be deemed opened on the date that a fully executed copy of this Option Agreement is delivered to Escrow Holder ("Opening of Escrow"). Escrow Holder shall notify County and Optionee in writing of the date of the Opening of Escrow promptly following the opening of Escrow. If Escrow is not opened by the Escrow Deadline or if Optionee fails to deposit the \$2.1 million purchase price into Escrow by the Escrow Deadline as provided in Section 9(C)(5), this Option Agreement shall automatically terminate and Paragraph 9(B) shall be applicable.

6. Paragraph 9(C)(2) of the Option Agreement is amended to read as follows:

9(C)(2) Close of Escrow; Closing Date. Escrow shall close within six (6) months of the Opening of Escrow ("Close of Escrow" or "Closing Date"), unless extended by the mutual agreement of both parties. The terms "Close of Escrow" and/or "Closing Date" shall mean the date the Resolution and title to the Walkway Area are recorded in the Office of the County Recorder of the County of San Diego and the \$2.1 purchase price is transferred to County. The Close of Escrow is expressly conditioned on and subject to CarMax obtaining all reasonably necessary resource agency regulatory approvals that are conditions precedent to the exercise of CarMax's option agreement with Optionee (the "CarMax Option") and closing of escrow on the CarMax Option ("Condition of Closing"). Failure to satisfy the aforementioned condition by the Closing Date shall result in the cancellation of Escrow and return of any funds deposited into Escrow by Optionee pursuant to paragraph 9C(5) to Optionee.

7. Paragraph 9(C)(5) of the Option Agreement is amended to read as follows:

9C(5) Deposits into Escrow. On the Opening of Escrow, Optionee shall deposit or cause to be deposited into Escrow the \$2.1 million purchase price for the Easement. On or before 1:00 pm on the last business day preceding the scheduled Closing Date, Optionee shall deposit or cause to be deposited with Escrow Holder the following: (i) any and all escrow fees and closing costs; (ii) an executed and acknowledged deed conveying title to the Walkway Area to County in a form approved by County ("Walkway Deed"); (iii) notice stating that the Condition of Closing has been satisfied; and (vi) any and all additional instruments or other documents required from Optionee

(executed and acknowledged if appropriate) as may be necessary in order to effect the vacation of the Easement and the transfer of the Walkway Area to County. On or before 1:00 p.m. on the last business day preceding the scheduled Closing Date, County shall deposit or cause to be deposited with Escrow Holder any additional instruments or other documents required from County (executed and acknowledged if appropriate), as may be necessary in order to effect the vacation of the Easement and transfer of the Walkway Area to County.

8. Paragraph 9(C)(6) of the Option Agreement is amended to read as follows:

9(C)(6) Closing, Recording and Disbursement. On or before the Closing Date, and when Escrow Holder has received all documents and funds listed in subparagraph (5) and Escrow Holder is in a position to cause the Title Policy referred to in subparagraph (4) to be issued to Optionee, Escrow Holder shall close the Escrow by taking the following actions: (1) recording the Walkway Deed in the Office of the Official Records of the County of San Diego, CA and delivering the recorded Walkway Deed to County; (ii) causing the Title Policy to be issued to Optionee; (iii) delivering the \$2.1 million purchase price to County; (iv) notifying the County Clerk of the Board that the conditions outlined in the Resolution have been met by Optionee.

9. As of the Effective Date, Paragraph 13.7 is hereby amended to read as follows:

13.7 Notices. Unless otherwise specifically provided herein, any notice or notices required or permitted to be given pursuant to this Option Agreement, may be (i) personally served on the other party by the party giving notice, in which event it shall be deemed delivered at the time of personal service; (ii) served by regular mail, in which event it shall be deemed delivered three (3) business days after delivery to the United States postal carrier; (iii) served by overnight courier, in which case it shall be deemed delivered the next business day; or (iv) by electronic mail with a copy of the notice sent to the other party by any means specified in (i) through (iii) in this paragraph and such notice shall be deemed delivered when the party sending the electronic mail receives verification of receipt by the receiving party. Any such notice shall be delivered to the addresses set forth below:

To County:

Director, Department of General Services
c/o Real Estate Services Division
County of San Diego
5560 Overland Avenue, Suite 410
San Diego, CA 92123
dgsassetmanagement@sdcounty.ca.gov

To Optionee:

Executive Director
Community Development Commission
of the City of National City
1243 National City Boulevard
National City, CA 91950
CMO@nationalcityca.gov

10. As of the Effective Date, Paragraph 13.10 Counterparts is hereby amended to read:

13.10 Counterparts: "This Seventeenth Amendment (along with any future amendments) may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatory to an original or same

counterpart. The parties agree that signatures transmitted electronically via pdf attachment shall be binding as if they were original signatures.”

11. As of the Effective Date, Paragraph 13.12 Regular Updates is hereby added to the Option Agreement, to read in its entirety as follows:

13.12 Regular Updates: As soon as reasonably practicable after the Effective Date, Optionee shall provide County with Optionee’s and CarMax’s schedule for the development of the Property and for meeting the obligations outlined in the Option Agreement. Optionee shall also provide regular updates to County specifying the progress CarMax has made in obtaining resource agency regulatory approvals. County shall have the right to request that Optionee and all stakeholders, including, but not limited to CarMax, meet to discuss any outstanding items.

12. All other terms and conditions of the Option Agreement remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

SIGNATURES

IN WITNESS WHEREOF, County and Optionee have executed this Seventeenth Amendment effective as of the date first written above.

OPTIONEE

Parking Authority of the City of National City,
a public body of corporate and politic created
pursuant to the Parking Law of 1949

By: 
Benjamin A. Martinez, Secretary

Approved as to form and legality:

By: 
Barry J. Schulz, City Attorney

COUNTY

County of San Diego,
a political subdivision of the State of California

By: 
Marko Medved, P. E., CEM, Director
Department of General Services

Approved as form and legality:

By: 
Inna Zazulevskaya,
Senior Deputy County Counsel

RESOLUTION NO. 2024 –

RESOLUTION OF THE PARKING AUTHORITY OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING AND RATIFYING THE SEVENTEENTH AMENDMENT TO THE OPTION TO PURCHASE AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR THE PURCHASE OF AN OPEN-SPACE EASEMENT ON A 15.08 ACRE PARCEL OF LAND AT THE SOUTHWEST CORNER OF SWEETWATER ROAD AND BONITA CENTER ROAD THAT EXTENDS THE TERM OF SAID OPTION AGREEMENT FOR 30 DAYS, EXTENDS THE ESCROW FOR SIX MONTHS AFTER THE OPENING OF ESCROW, AND AUTHORIZES PAYMENT IN THE AMOUNT OF \$1.00 TO THE COUNTY OF SAN DIEGO AS CONSIDERATION FOR THE SEVENTEENTH AMENDMENT

WHEREAS, on March 20, 2007, the Parking Authority of the City of National City (“Parking Authority”) entered into an Option to Purchase Agreement (“Option Agreement”) with the County of San Diego to purchase an open-space easement attached to the 15.08-acre parcel of land located at the southwest corner of Sweetwater Road and Bonita Center Road (Parcel No. 564-471-11) to develop a commercial project; and

WHEREAS, the Option Agreement has been subsequently amended sixteen times, with fourteen amendments extending the term of the Option Agreement for one year, one amendment changing the purchase price, and the most recent amendment (in 2021) extending the Option Agreement for two years; and

WHEREAS, the Seventeenth Amendment to the Option Agreement extends the term of the Option Agreement for thirty days and extends the deadline for close of escrow for six months after the opening of escrow, among other amendments.

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

Section 1: The Parking Authority of the City of National City authorizes and ratifies the Seventeenth Amendment to the Option to Purchase Agreement by and between the Parking Authority of the City of National City and the County of San Diego to extend the term of the Option Agreement for 30 days and extend the deadline for close of escrow for six months after the opening of escrow, among other amendments.

Section 2: The Parking Authority hereby authorizes the payment in the amount of \$1.00 to the County of San Diego in consideration for the Seventeenth Amendment.

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

PASSED and ADOPTED this 16th day of January 2024.

Ron Morrison, Chairman

ATTEST:

APPROVED AS TO FORM:

Benjamin A. Martinez, Secretary

Barry J. Schultz, Legal Counsel



AGENDA REPORT

Department: Engineering
Prepared by: Ricardo Rodriguez, Assistant Engineer-Civil
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Award a Contract to Dick Miller, Inc. for the Eastside I-805 Community Greenbelt Project, CIP No. 22-09.

RECOMMENDATION:

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to Dick Miller, Inc. in the Not-to-Exceed Amount of \$3,155,990.50 for the Eastside I-805 Community Greenbelt Project, CIP No. 22-09; 2) Authorizing a 15% Contingency in the Amount of \$473,398.58 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On February 1, 2022, City staff submitted a grant application to the Clean California Local Grant Program for the National City Eastside I-805 Community Greenbelt project.

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 Division Street and Plaza Boulevard. The project will also improve connections to El Toyon Elementary School, Rancho de la Nacion Elementary School, El Toyon Park, and local shopping centers.

Specific to the Eastside I-805 Community Greenbelt Project, Improvements include the replacement of concrete paving, driveways, sidewalk transitions, curb and gutter, asphalt and concrete pavement improvements, bus pad improvements, reconstructing cross gutter, speed cushions, utility relocations, gravity retaining wall, decorative concrete, stabilized DG, new landscape and irrigation, enhanced bus plaza including installation of decorative memorial light columns, removable bollards, Spigot and Art improvements, traffic signal modifications at Euclid and Plaza, LED illuminated crossings, drainage improvements, installation of a multi-use trail between 4th and Division and miscellaneous electrical improvements.

On March 8, 2022, the State of California's Department of Transportation (Caltrans) notified the City that the National City Eastside I-805 Community Greenbelt project had been awarded a grant in the amount of \$4,998,761 with a \$20,000 in-kind contribution of City staff for a total project cost of \$5,018,761.

On June 21, 2022, per Resolution No. 2022-114, City Council accepted the Clean California Local Grant, authorized 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 approved establishing an Engineering Grant Funds appropriation of \$4,998,761 and corresponding revenue budget to allow for reimbursement of eligible project expenditures.

On September 21, 2023, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On September 27 and 29, 2023 the bid solicitation was advertised in the local newspaper. On October 11, 2023, one (1) bid was received by the 5:00 p.m. deadline, and upon review of all documents submitted, staff rejected the bid as non-responsive as it did not meet the minimum project requirements.

As a result of not receiving any responsive bids from the initial solicitation, on November 8, 2023 staff re-advertised the project on PlanetBids with a revised scope of work and schedule to solicit competitive bids within the project budget. On November 13th and 20th, 2023 the bid solicitation was advertised in the local newspaper.

On December 13, 2023, six (6) bids were received by the 5:00 pm deadline. Dick Miller, Inc. was the apparent lowest bidder with a total bid amount of \$3,155,990.50. Upon review of all documents submitted, Dick Miller, Inc.'s bid was deemed responsive and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Staff recommends awarding a contract to Dick Miller, Inc in the amount not-to-exceed \$3,155,990.50 for the Base Bid and Alternate Bid and authorizing a 15% contingency in the amount of \$473,398.58 to address any unforeseen conditions that may arise.

Attached are the bid opening summary sheet and a line item summary of the three (3) lowest bidders for reference. Also attached is the Owner-Contractor Agreement.

Construction is estimated to start in early February 2024 and be completed in December 2024.

Updates will be provided on the City's CIP dashboard at:

<https://www.nationalcityca.gov/government/engineering-public-works>.

FINANCIAL STATEMENT:

Contract Award - \$3,155,990.50

Expenditure Account No. 296-409-500-598-6587

15% Contingency - \$473,398.58

Expenditure Account No. 296-409-500-598-6587

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:

This is a project under CEQA subject to a Statutory Exemption. Public Resources Code 21080.25.

PUBLIC NOTIFICATION:

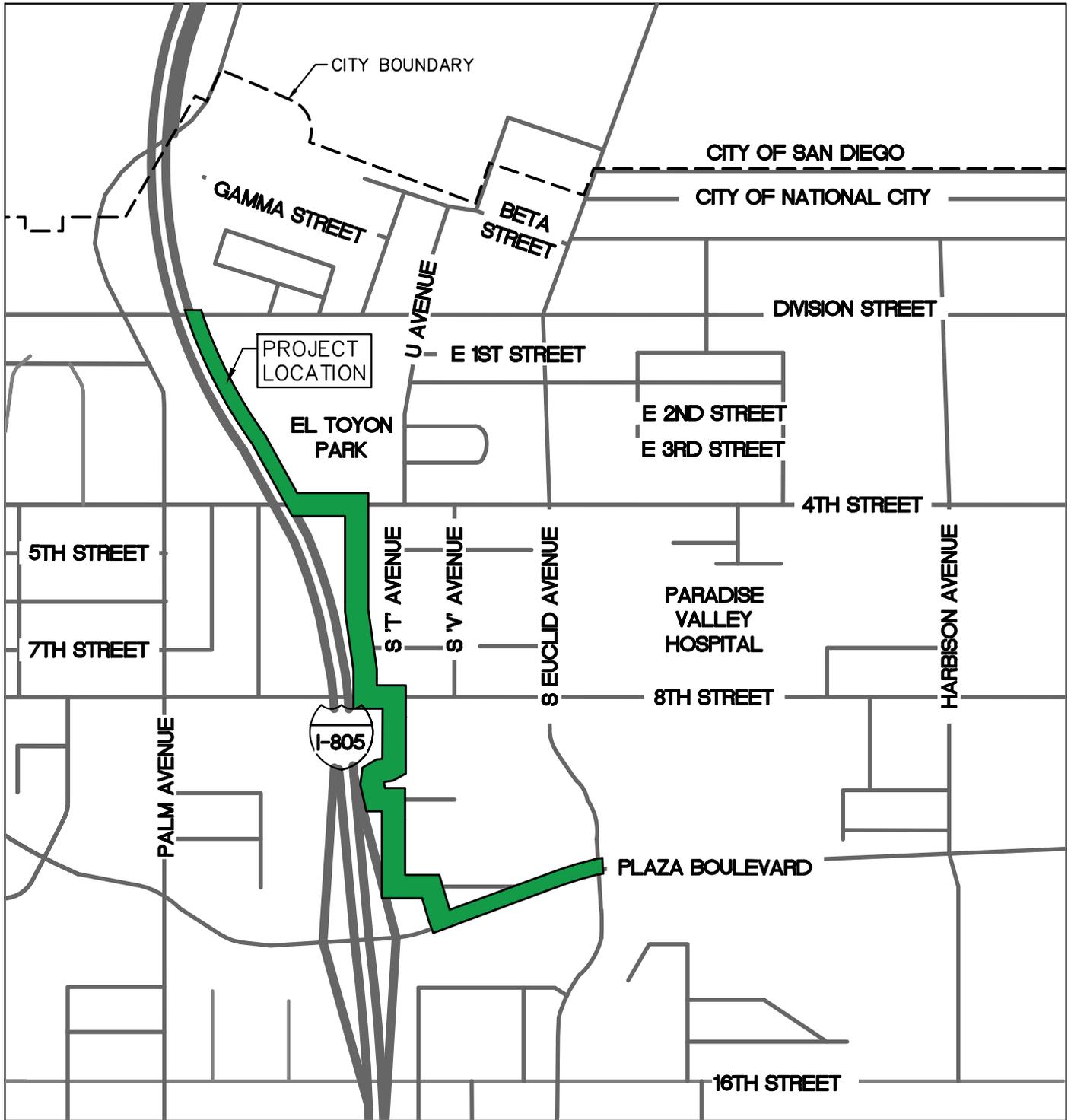
Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBITS:

- Exhibit A – Project Location and Concepts
- Exhibit B – Non-Responsive Bid Letter
- Exhibit C – Bid Opening Summary
- Exhibit D – Three Lowest Bidders Summary
- Exhibit E – Owner-Contractor Agreement
- Exhibit F – Resolution



National City Caltrans Clean California Program

Proposed Project Concept Plans: Section 1

Project Concept



National City Caltrans Clean California Program

Proposed Project Concept Plans: Section 2

Project Concept



National City Caltrans Clean California Program

Proposed Project Concept Plans: Section 3

Project Concept







October 26, 2023

CIP NO. 22-09

CERTIFIED MAIL

Jorge Diaz De La Fuente, President
De La Fuente Construction, Inc.
3025 Beyer Blvd. Suite E-101
San Diego, CA 92154

Dear Mr. De La Fuente,

Project: EASTSIDE I-805 COMMUNITY GREENBELT PROJECT

Subject: NON-RESPONSIVE BID

Thank you for bidding the Eastside I-805 Community Greenbelt project. However, there is a significant irregularity in your bid that renders it non-responsive.

On September 21, 2023, the Eastside I-805 Community Greenbelt project, CIP No. 22-09, was posted on Planet Bids. On October 11, 2023, one (1) bid was received by the 5:00 p.m. deadline. De La Fuente Construction, Inc., was the apparent low bidder with a total bid amount of \$4,670,227.59. Upon review of all documents submitted, De La Fuente Construction, Inc., (Bidder) listed that they will perform less than the required 50 percent (50%) of the work, violating Section 7. "Work By Bidder's Own Forces" of the Construction Specifications (Specs) requires that the Bidder to perform at least 50 percent (50%) of the work.

Since you did not meet this requirement listed in the Specs, your bid cannot be considered for award.

Sincerely,


Stephen Manganiello
Director of Public Works/City Engineer



BID OPENING SUMMARY

NAME: Eastside I-805 Community Greenbelt Project
CIP NO: 22-09
DATE: December 13, 2023
TIME: 5:00 P.M.
ESTIMATE: \$3,000,000.00
PROJECT ENGINEER: Ricardo Rodriguez

NO.	BIDDER'S NAME	BID AMOUNT	BID SECURITY - BOND
1	Dick Miller, Inc. 930 Boardwalk, Suite H San Marcos, California 92078	\$3,155,990.50	Bond
2	De La Fuente Construction, Inc. 22W 35th Street, Suite 207 National City, California 91950	\$3,164,161.96	Bond
3	Montano Pipeline, Inc. 231 Fourth Avenue Chula Vista, California 91979	\$3,254,237.00	Bond
4	Tri Group Construction 9580 Black Mountain Rd. Ste. L San Diego, California 92126	\$3,309,500.00	Bond
5	Granite Construction Company 5860 El Camino Real, Ste. 200 Carlsbad, California 92008	\$3,538,800.00	Bond
6	LB Civil Construction, Inc. 324 E. Valley Pkwy Escondido, California 92025	\$4,115,696.00	Bond



SUMMARY OF BID ITEMS

NAME: Eastside I-805 Community Greenbelt Project
CIP NO: 22-09
DATE: December 13, 2023
TIME: 5:00 P.M.
ESTIMATE: \$3,000,000.00
PROJECT ENGINEER: Ricardo Rodriguez

Item	Item Description	Unit	Qty	Dick Miller Inc.		De La Fuente Construction, Inc.		Montano Pipeline, Inc.	
				Unit Price	Unit Total	Unit Price	Unit Total	Unit Price	Unit Total
Base Bid									
1	Mobilization/Demobilization	Lump Sum	1	\$146,120.00	\$146,120.00	\$95,000.00	\$95,000.00	\$320,000.00	\$320,000.00
2	Surveying and Construction Staking	Lump Sum	1	\$52,900.00	\$52,900.00	\$48,666.00	\$48,666.00	\$50,000.00	\$50,000.00
3	Traffic Control and Pedestrian Control	Lump Sum	1	\$98,500.00	\$98,500.00	\$163,414.00	\$163,414.00	\$150,000.00	\$150,000.00
4	Clearing and Grubbing	Lump Sum	1	\$297,102.00	\$297,102.00	\$126,280.00	\$126,280.00	\$200,000.00	\$200,000.00
5	Water Pollution Control	Lump Sum	1	\$29,000.00	\$29,000.00	\$69,468.00	\$69,468.00	\$45,000.00	\$45,000.00
6	Construct 6" Curb and Gutter Type G per SDRSD G-02	LF	2285	\$64.00	\$146,240.00	\$62.85	\$143,612.25	\$60.00	\$137,100.00
7	Construct Asphalt Concrete Pavement	TON	670	\$253.00	\$169,510.00	\$200.00	\$134,000.00	\$185.00	\$123,950.00
8	Construct Class II Aggregate Base	TON	1440	\$34.00	\$48,960.00	\$74.16	\$106,790.40	\$70.00	\$100,800.00
9	Furnish and Install Tensor TX-160 Geogrid, or Approved Equal	SY	3180	\$23.25	\$73,935.00	\$20.62	\$65,571.60	\$10.00	\$31,800.00
10	Construct Curb Ramp (All Types) per Improvement Plans	EA	3	\$8,000.00	\$24,000.00	\$10,056.00	\$30,168.00	\$9,000.00	\$27,000.00
11	Construct 4" PCC Sidewalk per SDRSD G-7, G-9, G-10	SF	6890	\$11.00	\$75,790.00	\$17.60	\$121,264.00	\$13.00	\$89,570.00
12	Construct Residential Concrete Driveway per SDRSD G-14A and G-14D	SF	2255	\$18.00	\$40,590.00	\$22.63	\$51,030.65	\$25.00	\$56,375.00
13	Construct Commercial Concrete Driveway per SDRSD G-14B	SF	1050	\$25.00	\$26,250.00	\$26.40	\$27,720.00	\$28.00	\$29,400.00
14	Construct 8" PCC Pavement	SF	800	\$22.00	\$17,600.00	\$25.14	\$20,112.00	\$30.00	\$24,000.00
15	Install 5' High Fence Per SDRSD M-06 & M20 with 6-Gauge, 1" Galvanized Mesh Midnight Black	LF	362	\$138.00	\$49,956.00	\$160.65	\$58,155.30	\$85.00	\$30,770.00
16	Construct 8" 3250-PSI PCC Bus Slab with #4 Reinforcement at 12" On Center Each Way Positioned in the Center of the Bus Pad Slab	SF	1160	\$39.50	\$45,820.00	\$30.17	\$34,997.20	\$25.00	\$29,000.00
17	Construct PCC Thickened Edge Sidewalk	SF	3150	\$30.00	\$94,500.00	\$15.71	\$49,486.50	\$20.00	\$63,000.00
18	Furnish and Install Traffic Logix Speed Cushions Standard Style (Part # SC-070603-M 7'L x 6"W x 3"H) or Approved Equal	EA	21	\$3,681.00	\$77,301.00	\$3,007.23	\$63,151.83	\$1,600.00	\$33,600.00
19	Construct 6" Curb per SDRSD G-01	LF	30	\$69.00	\$2,070.00	\$90.51	\$2,715.30	\$120.00	\$3,600.00
20	Relocated Water Meter and Lateral	EA	2	\$6,600.00	\$13,200.00	\$2,375.33	\$4,750.66	\$17,000.00	\$34,000.00
21	Relocate Water Valve	EA	1	\$4,700.00	\$4,700.00	\$6,229.34	\$6,229.34	\$21,000.00	\$21,000.00
22	Install 3' High Fence Per SDRSD M-06 & M20 with 6-Gauge, 1" Galvanized Mesh Midnight Black	LF	240	\$137.50	\$33,000.00	\$167.35	\$40,164.00	\$85.00	\$20,400.00
23	Construct Type B Gravity Retaining Wall (H=4') Per SDRSD C-09	LF	16	\$400.00	\$6,400.00	\$314.26	\$5,028.16	\$700.00	\$11,200.00
24	Construct 8" PCC Pavement Maintenance Access With #4 Reinforcement at 12" On Center Both Ways	SF	1510	\$27.00	\$40,770.00	\$30.17	\$45,556.70	\$25.00	\$37,750.00
25	Concrete Paving - Natural Grey Color	SF	377	\$19.25	\$7,257.25	\$27.03	\$10,190.31	\$30.00	\$11,310.00



26	Concrete Paving - Integral Color	SF	825	\$21.00	\$17,325.00	\$26.40	\$21,780.00	\$30.00	\$24,750.00
27	Concrete Paving - Banding - Integral Color	SF	205	\$40.50	\$8,302.50	\$35.83	\$7,345.15	\$40.00	\$8,200.00
28	Concrete Header	LF	305	\$60.00	\$18,300.00	\$30.17	\$9,201.85	\$40.00	\$12,200.00
29	Stabilized Decomposed Granite Paving	SF	612	\$14.00	\$8,568.00	\$15.08	\$9,228.96	\$15.00	\$9,180.00
30	24" Box Trees	EA	31	\$495.00	\$15,345.00	\$628.52	\$19,484.12	\$900.00	\$27,900.00
31	Shrubs and Groundcover - 1 Gallon	EA	265	\$13.75	\$3,643.75	\$15.08	\$3,996.20	\$13.00	\$3,445.00
32	Top Soil, Amended In-Place, Including Sampling and Testing	CY	645	\$26.00	\$16,770.00	\$31.43	\$20,272.35	\$110.00	\$70,950.00
33	Boulders - 4' Size	EA	5	\$660.00	\$3,300.00	\$502.81	\$2,514.05	\$1,100.00	\$5,500.00
34	Boulders - 2.5' Size	EA	4	\$495.00	\$1,980.00	\$377.11	\$1,508.44	\$400.00	\$1,600.00
35	6" Rock Cobble over Mirafi 1100N, or Approved Equal	SF	505	\$8.00	\$4,040.00	\$10.06	\$5,080.30	\$16.00	\$8,080.00
36	Rock Mulch (3" Depth)	CY	20	\$360.00	\$7,200.00	\$377.11	\$7,542.20	\$300.00	\$6,000.00
37	Bark Mulch (3" Depth)	SF	34980	\$0.55	\$19,239.00	\$0.63	\$22,037.40	\$0.90	\$31,482.00
38	Furnish and Install Irrigation Improvements, per Plans	LS	1	\$91,025.00	\$91,025.00	\$102,385.09	\$102,385.09	\$89,000.00	\$89,000.00
39	Furnish and Install Decorative Memorial Light Columns	EA	3	\$82,500.00	\$247,500.00	\$81,706.00	\$245,118.00	\$35,000.00	\$105,000.00
40	Furnish and Install Removable Bollards	EA	2	\$3,255.00	\$6,510.00	\$2,725.00	\$5,450.00	\$3,000.00	\$6,000.00
41	Spigot Improvements / ARTS Component	Lump Sum	1	\$1,700.00	\$1,700.00	\$7,455.00	\$7,455.00	\$15,000.00	\$15,000.00
42	Unclassified Excavation	Lump Sum	1	\$150,124.00	\$150,124.00	\$191,048.00	\$191,048.00	\$300,000.00	\$300,000.00
43	Removal, Disposal and Replacement of Unsuitable Material	CY	100	\$426.00	\$42,600.00	\$146.00	\$14,600.00	\$215.00	\$21,500.00
44	Signing and Striping	Lump Sum	1	\$86,611.00	\$86,611.00	\$63,251.00	\$63,251.00	\$55,000.00	\$55,000.00
45	Plaza and Euclid Traffic Signal Modification - Bus Priority	Lump Sum	1	\$99,500.00	\$99,500.00	\$113,761.00	\$113,761.00	\$100,000.00	\$100,000.00
46	Electrical Service for Column Lights at Plaza/Euclid	Lump Sum	1	\$61,600.00	\$61,600.00	\$70,394.00	\$70,394.00	\$75,000.00	\$75,000.00
47	Solar Powered LED Illuminated Crossing (4th Street)	Lump Sum	1	\$71,500.00	\$71,500.00	\$81,707.00	\$81,707.00	\$80,000.00	\$80,000.00
48	Furnish and Install Sidewalk Underdrain per SDRSD D-27	EA	1	\$400.00	\$400.00	\$5,971.50	\$5,971.50	\$250.00	\$250.00
49	Furnish and Install Filterra Internal Bypass Curb with ADA Grates, Model: FTPD 8x10.5 (8x14 VAULT)	Lump Sum	1	\$101,000.00	\$101,000.00	\$97,173.00	\$97,173.00	\$100,000.00	\$100,000.00
50	Furnish and Install NDS Spee-D Basin Single Outlet Round Polished Brass Kit or Approved Equal	EA	1	\$10,758.00	\$10,758.00	\$2,067.00	\$2,067.00	\$750.00	\$750.00
51	Furnish and Install 24"x24" Brooks Box with ADA Grate or Approved Equal Set to Finished Grade	EA	1	\$5,350.00	\$5,350.00	\$3,082.00	\$3,082.00	\$3,500.00	\$3,500.00
52	Furnish and Install 12" C900 PVC Pipe	LF	15	\$218.00	\$3,270.00	\$274.69	\$4,120.35	\$300.00	\$4,500.00
53	Construct Type B Straight Headwall per SDRSD D-32	EA	1	\$10,700.00	\$10,700.00	\$6,256.00	\$6,256.00	\$6,000.00	\$6,000.00
54	Furnish and Install 24" RCP	LF	82	\$244.00	\$20,008.00	\$312.90	\$25,657.80	\$350.00	\$28,700.00
55	Furnish And Install Modular Wetland Stormwater Biofiltration System MWS-L-6-8-3'-6"-C-UG or	EA	1	\$68,000.00	\$68,000.00	\$100,227.00	\$100,227.00	\$75,000.00	\$75,000.00
56	Construct Type A-4 Cleanout per SDRSD D-09	EA	1	\$12,200.00	\$12,200.00	\$12,200.00	\$12,200.00	\$15,000.00	\$15,000.00
57	Construct 6" PCC Concrete Apron	SF	125	\$22.00	\$2,750.00	\$94.28	\$11,785.00	\$65.00	\$8,125.00
	Base Bid Total				Subtotal		\$2,817,221.96		\$2,978,237.00
Alternate Bid									
58	Solar Lighting and Foundation	Lump Sum	1	\$241,500.00	\$241,500.00	\$263,976.00	\$263,976.00	\$210,000.00	\$210,000.00
59	2" SCH 40 PVC Electrical Conduit with #5 pull boxes at 200' intervals	Lump Sum	1	\$75,900.00	\$75,900.00	\$82,964.00	\$82,964.00	\$66,000.00	\$66,000.00
	Alternate Bid Total				Subtotal		\$346,940.00		\$276,000.00
	GRAND TOTAL				Total		\$3,164,161.96		\$3,254,237.00

OWNER - CONTRACTOR AGREEMENT

EASTSIDE I-805 COMMUNITY GREENBELT PROJECT, CIP 22-09

This Owner-Contractor Agreement (“Agreement”) is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Dick Miller Inc.** (“Contractor”), 930 Boardwalk Suite H, San Marcos, California 92078 on the 16th day of January, 2024, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit “A”, (hereinafter “Contract Documents”), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit “B” attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

6. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

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

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's

services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 13, above:

(Initial)

(Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:

Contractor:

Dick Miller Inc.

Ron Morrison
Mayor, City of National City


(Owner/Officer signature)

Glen Bullock, President

APPROVED AS TO FORM:

Print name and title

Barry J. Schultz
City Attorney, City of National City

N/A
(Second officer signature if a corporation)

Print name and title

09015658
Contractor's City Business License No.

380204
State Contractor's License No. and Class

930 Boardwalk Suite H
Business street address

San Marcos, CA 92078
City, State and Zip Code

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements
(Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego
and all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B

CONTRACT PRICE

(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____ (Notary Seal)

known to me to be _____ of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of National City, by Resolution No. _____, passed the ____ day of _____, 20____ has awarded to _____, hereinafter designated as the "Principal", the EASTSIDE I-805 COMMUNITY GREENBELT PROJECT, CIP 22-09

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City Council of the City of National City hereinafter called the "Council", in the penal sum of _____ (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, the City Council, their officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City of National City and judgment is recovered, the surety shall pay all costs incurred by the Council in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the _____ day of _____, 20____.

_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

Surety

Principal

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. _____, passed the ____ day of _____, 20__ has awarded _____, hereinafter designated as the "Principal", the EASTSIDE I-805 COMMUNITY GREENBELT PROJECT, CIP 22-09

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the City Council of the City of National City, hereinafter called the "Council", in the penal sum of _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
) ss
COUNTY OF _____)

On this day _____ of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
--	---

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____

ATTACH ALL BONDS

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AWARDDING A CONTRACT TO DICK MILLER, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$3,155,990.50 FOR THE EASTSIDE I-805 COMMUNITY GREENBELT PROJECT, CIP NO. 22-09; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$473,398.58 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the National City Eastside I-805 Community Greenbelt Project (the "Project") is a combination of public right-of-way, multi-use path, and local park improvements located in the City of National 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 Division Street and Plaza Boulevard, as well as improving connections to El Toyon Elementary School, Rancho de la Nacion Elementary School, El Toyon Park, and local shopping centers; and

WHEREAS, Project improvements include replacement of concrete paving, driveways, sidewalk transitions, curb and gutter, asphalt and concrete pavement improvements, bus pad improvements, reconstructing cross gutter, speed cushions, utility relocations, gravity retaining wall, decorative concrete, stabilized DG, new landscape and irrigation, enhanced bus plaza including installation of decorative memorial light columns, removable bollards, Spigot and Art improvements, traffic signal modifications at Euclid and Plaza, LED illuminated crossings, drainage improvements, installation of a multi-use trail between 4th and Division and miscellaneous electrical improvements; and

WHEREAS, on March 8, 2022, the State of California's Department of Transportation notified the City that the Project had been awarded a Clean California Local Grant Program grant in the amount of \$4,998,761, with a \$20,000 in-kind contribution of City staff, for a total project cost of \$5,018,761, and the City Council accepted the grant and established a Project budget on June 21, 2022, per Resolution No. 2022-114; and

WHEREAS, on September 21, 2023, the bid solicitation for the Project was posted on PlanetBids, a free public electronic bidding system for contractors; and

WHEREAS, on September 27th and 29th, 2023, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on October 11, 2023, one (1) bid was received by the 5:00 p.m. deadline but, upon review of all documents submitted, staff rejected the bid as non-responsive as it did not meet the minimum Project requirements; and

WHEREAS, as a result of not receiving any responsive bids from the initial solicitation, on November 8, 2023 staff re-advertised the Project on PlanetBids with a revised scope of work in order to receive the bids within the budget allocations; and

WHEREAS, on November 13th and 20th, 2023, the bid solicitation was advertised in the local newspaper; and

WHEREAS, on December 13, 2023, six (6) bids were received by the 5:00 pm deadline; and

WHEREAS, upon review of all documents submitted, Dick Miller, Inc.'s bid in the total bid amount of \$3,155,990.50 was deemed responsive and the lowest responsible bidder qualified to perform the work as described in the Project specifications; and

WHEREAS, City staff recommends 1) awarding a contract to Dick Miller, Inc. in the not-to-exceed amount of \$3,155,990.50 for the Eastside I-805 Community Greenbelt Project, CIP No. 22-09; 2) authorizing a 15% contingency in the amount of \$473,398.58 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

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

Section 1: That the City Council hereby authorizes the Mayor to execute the contract with Dick Miller, Inc. for \$3,155,990.50 for the base bid and alternate bid for the Eastside I-805 Community Greenbelt Project, CIP No. 22-09.

Section 2: That the City Council hereby authorizes a 15% contingency in the amount of \$473,398.58 for any unforeseen changes.

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

PASSED and ADOPTED this 16th day of January, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Kecia Carrasco, Accountant
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Investment transactions for the month ended October 31, 2023.

RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended October 31, 2023.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XIIA of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending October 31, 2023.

FINANCIAL STATEMENT:

In this period, there were acquisitions of \$393,826.94 and dispositions of \$372,736.50.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – Investment Transaction Ledger



City of National City

MONTHLY ACCOUNT STATEMENT

OCTOBER 1, 2023 THROUGH OCTOBER 31, 2023

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

Bank of New York Mellon
Lauren Dehner
(904) 645-1918

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/03/2023	60934N807	775.44	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	775.44	0.00	775.44	0.00
Purchase	10/13/2023	60934N807	3,382.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	3,382.50	0.00	3,382.50	0.00
Purchase	10/16/2023	60934N807	2,064.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	2,064.00	0.00	2,064.00	0.00
Purchase	10/16/2023	60934N807	2.48	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	2.48	0.00	2.48	0.00
Purchase	10/16/2023	60934N807	483.08	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	483.08	0.00	483.08	0.00
Purchase	10/16/2023	60934N807	305.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	305.50	0.00	305.50	0.00
Purchase	10/16/2023	60934N807	1,698.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	1,698.50	0.00	1,698.50	0.00
Purchase	10/16/2023	60934N807	2,718.45	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	2,718.45	0.00	2,718.45	0.00
Purchase	10/16/2023	60934N807	1,333.72	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	1,333.72	0.00	1,333.72	0.00
Purchase	10/16/2023	60934N807	5,098.19	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	5,098.19	0.00	5,098.19	0.00
Purchase	10/16/2023	60934N807	5,303.81	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	5,303.81	0.00	5,303.81	0.00
Purchase	10/16/2023	60934N807	14,169.42	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	14,169.42	0.00	14,169.42	0.00
Purchase	10/16/2023	60934N807	2,654.64	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	2,654.64	0.00	2,654.64	0.00
Purchase	10/16/2023	60934N807	10,833.63	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	10,833.63	0.00	10,833.63	0.00
Purchase	10/17/2023	60934N807	3,364.26	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	3,364.26	0.00	3,364.26	0.00
Purchase	10/18/2023	60934N807	8,558.41	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	8,558.41	0.00	8,558.41	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/23/2023	60934N807	3,108.88	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	3,108.88	0.00	3,108.88	0.00
Purchase	10/23/2023	60934N807	6,662.52	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	6,662.52	0.00	6,662.52	0.00
Purchase	10/25/2023	60934N807	2,125.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	2,125.00	0.00	2,125.00	0.00
Purchase	10/25/2023	60934N807	530.42	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	530.42	0.00	530.42	0.00
Purchase	10/25/2023	60934N807	2,310.00	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	2,310.00	0.00	2,310.00	0.00
Purchase	10/25/2023	60934N807	981.50	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	981.50	0.00	981.50	0.00
Purchase	10/25/2023	60934N807	10,640.91	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	10,640.91	0.00	10,640.91	0.00
Purchase	10/25/2023	60934N807	8,155.08	Federated Investors Govt Oblig Fund Inst.	1.000	4.98%	8,155.08	0.00	8,155.08	0.00
Purchase	10/31/2023	3137H4BY5	320,000.00	FHLMC K746 A2 2.031% Due 9/25/2028	86.121	5.35%	275,587.50	541.60	276,129.10	0.00
Purchase	10/31/2023	60934N807	20,437.50	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	20,437.50	0.00	20,437.50	0.00
Subtotal			437,697.84				393,285.34	541.60	393,826.94	0.00
TOTAL ACQUISITIONS			437,697.84				393,285.34	541.60	393,826.94	0.00
DISPOSITIONS										
Sale	10/31/2023	60934N807	276,129.10	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	276,129.10	0.00	276,129.10	0.00
Subtotal			276,129.10				276,129.10	0.00	276,129.10	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	10/16/2023	161571HT4	0.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	100.000		0.00	1,698.50	1,698.50	0.00
Paydown	10/16/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	305.50	305.50	0.00
Paydown	10/16/2023	47787JAC2	2,428.45	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		2,428.45	290.00	2,718.45	0.54
Paydown	10/16/2023	47787NAC3	1,332.97	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		1,332.97	0.75	1,333.72	0.20
Paydown	10/16/2023	47788UAC6	5,083.28	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		5,083.28	14.91	5,098.19	0.98
Paydown	10/16/2023	47789QAC4	5,260.62	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		5,260.62	43.19	5,303.81	0.47
Paydown	10/16/2023	47800AAC4	0.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	100.000		0.00	483.08	483.08	0.00
Paydown	10/16/2023	58769KAD6	14,149.18	Mercedes-Benz Auto Lease Trust 2021- B A3 0.4% Due 11/15/2024	100.000		14,149.18	20.24	14,169.42	1.07
Paydown	10/16/2023	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	2.48	2.48	0.00
Paydown	10/16/2023	89237VAB5	2,653.65	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	100.000		2,653.65	0.99	2,654.64	0.20
Paydown	10/16/2023	89240BAC2	10,816.05	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	100.000		10,816.05	17.58	10,833.63	2.01
Paydown	10/17/2023	89236XAC0	3,364.26	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		3,364.26	0.00	3,364.26	0.63
Paydown	10/18/2023	43813KAC6	8,549.25	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		8,549.25	9.16	8,558.41	1.25
Paydown	10/23/2023	43813GAC5	3,103.87	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		3,103.87	5.01	3,108.88	0.06



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	10/23/2023	43815GAC3	6,587.09	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		6,587.09	75.43	6,662.52	1.39
Paydown	10/25/2023	05601XAC3	10,581.60	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		10,581.60	59.31	10,640.91	1.58
Paydown	10/25/2023	09690AAC7	8,149.86	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		8,149.86	5.22	8,155.08	0.84
Paydown	10/25/2023	3137FETN0	0.00	FHLMC K073 A2 3.35% Due 1/25/2028	100.000		0.00	530.42	530.42	0.00
Paydown	10/25/2023	3137FG6X8	0.00	FHLMC K077 A2 3.85% Due 5/25/2028	100.000		0.00	2,310.00	2,310.00	0.00
Paydown	10/25/2023	3137FGZT5	0.00	FHLMC K079 A2 3.926% Due 6/25/2028	100.000		0.00	981.50	981.50	0.00
Subtotal			82,060.13				82,060.13	6,853.27	88,913.40	11.22
Security Withdrawal	10/05/2023	60934N807	7,694.00	Federated Investors Govt Oblig Fund Inst.	1.000		7,694.00	0.00	7,694.00	0.00
Subtotal			7,694.00				7,694.00	0.00	7,694.00	0.00
TOTAL DISPOSITIONS			365,883.23				365,883.23	6,853.27	372,736.50	11.22
OTHER TRANSACTIONS										
Interest	10/13/2023	023135CF1	205,000.00	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	0.000		3,382.50	0.00	3,382.50	0.00
Interest	10/16/2023	45950KCR9	300,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.000		2,064.00	0.00	2,064.00	0.00
Interest	10/25/2023	06406RAX5	500,000.00	Bank of NY Mellon Corp Callable Note Cont 9/25/2024 0.85% Due 10/25/2024	0.000		2,125.00	0.00	2,125.00	0.00
Interest	10/31/2023	91282CAT8	650,000.00	US Treasury Note 0.25% Due 10/31/2025	0.000		812.50	0.00	812.50	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	10/31/2023	91282CDG3	1,000,000.00	US Treasury Note 1.125% Due 10/31/2026	0.000		5,625.00	0.00	5,625.00	0.00
Interest	10/31/2023	91282CHA2	800,000.00	US Treasury Note 3.5% Due 4/30/2028	0.000		14,000.00	0.00	14,000.00	0.00
Subtotal			3,455,000.00				28,009.00	0.00	28,009.00	0.00
Dividend	10/03/2023	60934N807	188,697.51	Federated Investors Govt Oblig Fund Inst.	0.000		775.44	0.00	775.44	0.00
Subtotal			188,697.51				775.44	0.00	775.44	0.00
TOTAL OTHER TRANSACTIONS			3,643,697.51				28,784.44	0.00	28,784.44	0.00



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Kecia Carrasco, Accountant
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Investment transactions for the month ended November 30, 2023.

RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended November 30, 2023.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

In accordance with California Government Code Section 53646 and Section XIIA of the City of National City's investment policy, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending November 30, 2023.

FINANCIAL STATEMENT:

In this period, there were acquisitions of \$931,224.93 and dispositions of \$873,529.82.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A – Investment Transaction Ledger



City of National City

MONTHLY ACCOUNT STATEMENT

NOVEMBER 1, 2023 THROUGH NOVEMBER 30, 2023

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

Bank of New York Mellon
Lauren Dehner
(904) 645-1918

CHANDLER ASSET MANAGEMENT

chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/02/2023	60934N807	901.72	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	901.72	0.00	901.72	0.00
Purchase	11/10/2023	60934N807	10,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	10,000.00	0.00	10,000.00	0.00
Purchase	11/12/2023	60934N807	573.75	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	573.75	0.00	573.75	0.00
Purchase	11/15/2023	60934N807	13,437.50	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	13,437.50	0.00	13,437.50	0.00
Purchase	11/15/2023	60934N807	305.50	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	305.50	0.00	305.50	0.00
Purchase	11/15/2023	60934N807	1,698.50	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	1,698.50	0.00	1,698.50	0.00
Purchase	11/15/2023	60934N807	483.08	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	483.08	0.00	483.08	0.00
Purchase	11/15/2023	60934N807	13,760.25	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	13,760.25	0.00	13,760.25	0.00
Purchase	11/15/2023	60934N807	427.55	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	427.55	0.00	427.55	0.00
Purchase	11/15/2023	60934N807	7,280.49	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	7,280.49	0.00	7,280.49	0.00
Purchase	11/15/2023	60934N807	7,381.39	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	7,381.39	0.00	7,381.39	0.00
Purchase	11/15/2023	60934N807	16,338.03	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	16,338.03	0.00	16,338.03	0.00
Purchase	11/15/2023	60934N807	3,457.16	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	3,457.16	0.00	3,457.16	0.00
Purchase	11/15/2023	60934N807	10,553.29	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	10,553.29	0.00	10,553.29	0.00
Purchase	11/17/2023	60934N807	3,037.50	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	3,037.50	0.00	3,037.50	0.00
Purchase	11/20/2023	60934N807	8,234.67	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	8,234.67	0.00	8,234.67	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/21/2023	60934N807	3,024.38	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	3,024.38	0.00	3,024.38	0.00
Purchase	11/21/2023	60934N807	6,592.70	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	6,592.70	0.00	6,592.70	0.00
Purchase	11/24/2023	60934N807	320,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	320,000.00	0.00	320,000.00	0.00
Purchase	11/24/2023	60934N807	400.00	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	400.00	0.00	400.00	0.00
Purchase	11/27/2023	60934N807	541.60	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	541.60	0.00	541.60	0.00
Purchase	11/27/2023	60934N807	981.50	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	981.50	0.00	981.50	0.00
Purchase	11/27/2023	60934N807	2,310.00	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	2,310.00	0.00	2,310.00	0.00
Purchase	11/27/2023	60934N807	530.42	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	530.42	0.00	530.42	0.00
Purchase	11/27/2023	60934N807	11,619.81	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	11,619.81	0.00	11,619.81	0.00
Purchase	11/27/2023	60934N807	8,880.82	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	8,880.82	0.00	8,880.82	0.00
Purchase	11/28/2023	3133EPC45	440,000.00	FFCB Note 4.625% Due 11/13/2028	100.716	4.46%	443,150.40	847.92	443,998.32	0.00
Purchase	11/30/2023	60934N807	34,475.00	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	34,475.00	0.00	34,475.00	0.00
Subtotal			927,226.61				930,377.01	847.92	931,224.93	0.00
TOTAL ACQUISITIONS			927,226.61				930,377.01	847.92	931,224.93	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	11/28/2023	60934N807	443,998.32	Federated Investors Govt Oblig Fund Inst.	1.000	5.00%	443,998.32	0.00	443,998.32	0.00
Subtotal			443,998.32				443,998.32	0.00	443,998.32	0.00
Paydown	11/15/2023	161571HT4	0.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	100.000		0.00	1,698.50	1,698.50	0.00
Paydown	11/15/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	305.50	305.50	0.00
Paydown	11/15/2023	47787JAC2	13,474.95	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		13,474.95	285.30	13,760.25	2.98
Paydown	11/15/2023	47787NAC3	427.37	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		427.37	0.18	427.55	0.07
Paydown	11/15/2023	47788UAC6	7,267.11	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		7,267.11	13.38	7,280.49	1.40
Paydown	11/15/2023	47789QAC4	7,340.48	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		7,340.48	40.91	7,381.39	0.65
Paydown	11/15/2023	47800AAC4	0.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	100.000		0.00	483.08	483.08	0.00
Paydown	11/15/2023	58769KAD6	16,322.50	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		16,322.50	15.53	16,338.03	1.23
Paydown	11/15/2023	89236XAC0	3,455.66	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		3,455.66	1.50	3,457.16	0.64
Paydown	11/15/2023	89240BAC2	10,538.05	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		10,538.05	15.24	10,553.29	1.95
Paydown	11/20/2023	43813KAC6	8,228.15	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		8,228.15	6.52	8,234.67	1.21
Paydown	11/21/2023	43813GAC5	3,020.07	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		3,020.07	4.31	3,024.38	0.05



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	11/21/2023	43815GAC3	6,522.10	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		6,522.10	70.60	6,592.70	1.38
Paydown	11/27/2023	05601XAC3	11,570.20	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		11,570.20	49.61	11,619.81	1.73
Paydown	11/27/2023	09690AAC7	8,877.84	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		8,877.84	2.98	8,880.82	0.92
Paydown	11/27/2023	3137FETN0	0.00	FHLMC K073 A2 3.35% Due 1/25/2028	100.000		0.00	530.42	530.42	0.00
Paydown	11/27/2023	3137FG6X8	0.00	FHLMC K077 A2 3.85% Due 5/25/2028	100.000		0.00	2,310.00	2,310.00	0.00
Paydown	11/27/2023	3137FGZT5	0.00	FHLMC K079 A2 3.926% Due 6/25/2028	100.000		0.00	981.50	981.50	0.00
Paydown	11/27/2023	3137H4BY5	0.00	FHLMC K746 A2 2.031% Due 9/25/2028	100.000		0.00	541.60	541.60	0.00
Subtotal			97,044.48				97,044.48	7,356.66	104,401.14	14.21
Maturity	11/24/2023	459058JM6	320,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	100.000		320,000.00	0.00	320,000.00	688.00
Subtotal			320,000.00				320,000.00	0.00	320,000.00	688.00
Security Withdrawal	11/27/2023	60934N807	5,130.36	Federated Investors Govt Oblig Fund Inst.	1.000		5,130.36	0.00	5,130.36	0.00
Subtotal			5,130.36				5,130.36	0.00	5,130.36	0.00
TOTAL DISPOSITIONS			866,173.16				866,173.16	7,356.66	873,529.82	702.21
OTHER TRANSACTIONS										
Interest	11/10/2023	665859AW4	500,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.000		10,000.00	0.00	10,000.00	0.00
Interest	11/12/2023	023135BW5	255,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.000		573.75	0.00	573.75	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	11/15/2023	912828R36	1,000,000.00	US Treasury Note 1.625% Due 5/15/2026	0.000		8,125.00	0.00	8,125.00	0.00
Interest	11/15/2023	91282CDH1	650,000.00	US Treasury Note 0.75% Due 11/15/2024	0.000		2,437.50	0.00	2,437.50	0.00
Interest	11/15/2023	91324PEC2	500,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.000		2,875.00	0.00	2,875.00	0.00
Interest	11/17/2023	14913R2L0	405,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.000		911.25	0.00	911.25	0.00
Interest	11/17/2023	58933YBH7	105,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.000		2,126.25	0.00	2,126.25	0.00
Interest	11/24/2023	459058JM6	320,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	0.000		400.00	0.00	400.00	0.00
Interest	11/30/2023	912828ZT0	675,000.00	US Treasury Note 0.25% Due 5/31/2025	0.000		843.75	0.00	843.75	0.00
Interest	11/30/2023	91282CAZ4	800,000.00	US Treasury Note 0.375% Due 11/30/2025	0.000		1,500.00	0.00	1,500.00	0.00
Interest	11/30/2023	91282CDK4	1,000,000.00	US Treasury Note 1.25% Due 11/30/2026	0.000		6,250.00	0.00	6,250.00	0.00
Interest	11/30/2023	91282CET4	850,000.00	US Treasury Note 2.625% Due 5/31/2027	0.000		11,156.25	0.00	11,156.25	0.00
Interest	11/30/2023	91282CFZ9	760,000.00	US Treasury Note 3.875% Due 11/30/2027	0.000		14,725.00	0.00	14,725.00	0.00
Subtotal			7,820,000.00				61,923.75	0.00	61,923.75	0.00
Dividend	11/02/2023	60934N807	22,572.25	Federated Investors Govt Oblig Fund Inst.	0.000		901.72	0.00	901.72	0.00
Subtotal			22,572.25				901.72	0.00	901.72	0.00
TOTAL OTHER TRANSACTIONS			7,842,572.25				62,825.47	0.00	62,825.47	0.00



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A Martinez, City Manager

SUBJECT:

Warrant Register #17 for the period of 10/20/23 through 10/26/23 in the amount of \$1,251,183.30.

RECOMMENDATION:

Ratify Warrants Totaling \$1,251,183.30

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 10/20/23 – 10/26/23. 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>
Ca Commercial Pool	365742	\$603,815.09	CIP 22-01 Las Palmas Pool Renovation
Perry Ford-NC	365774	\$73,999.31	2023 Ford Superduty F350 Fire Utility Co
Wright Construction	365803	\$264,337.50	CIP 19-11 Paradise Creek Water Quality

FINANCIAL STATEMENT:

Warrant total \$1,251,183.30

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Warrant Register No. 17



**WARRANT REGISTER # 17
10/26/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Engineering / PW's</u>				
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR PARKS FY24-P	365763	10/26/23	22.53
MAINTEX INC	MISC JANITORIAL SUPPLIES FY24-PW/FACILIT	365766	10/26/23	300.70
MORSCO SUPPLY LLC	PLUMBING SUPPLIES FY24-PW/FACILITIES	365768	10/26/23	325.15
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY FY24-PW	365769	10/26/23	303.95
PACIFIC AUTO REPAIR	SMOG CERTIFICATION / REPAIRS FY24-PW/EQM	365773	10/26/23	118.25
POWERSTRIDE BATTERY CO INC	AUTO BATTERIES FY24-PW/EQM	365776	10/26/23	368.42
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY FLEET-P	365780	10/26/23	460.00
SAN DIEGO MECHANICAL ENERGY	MAINTENANCE OF PUMP STATIONS FY24-PW/SEW	365781	10/26/23	18,750.00
SEDANO FORD OF LM, INC.	R&M CITY VEHICLES FY24-PW/EQM	365784	10/26/23	1,356.60
SOUTHWEST SIGNAL SERVICE	INTERSECTION MAINTENANCE FOR STREETS FY24	365788	10/26/23	22,312.25
SWEETWATER AUTHORITY	WATER BILL FOR WASTEWATER FY24 AUG-SEPT	365792	10/26/23	258.24
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY24-PW/SEWER	365799	10/26/23	505.07
VULCAN MATERIALS COMPANY	ASPHALT MATERIALS FOR STREETS FY24-PW/ST	365801	10/26/23	1,523.32
Z A P MANUFACTURING INC	STREET SIGN SUPPLIES FY24-PW/STREETS	365804	10/26/23	5,981.51
CALIFORNIA COMMERCIAL POOL	CIP 22-01 LAS PALMAS POOL RENOVATION - E	365742	10/26/23	603,815.09
E & H GENERAL CONTRACTING INC	CIP 22-06 MLK COMMUNITY CENTER- ENG/PW	365758	10/26/23	14,522.32
PERRY FORD-NATIONAL CITY	2023 FORD SUPERDUTY F350 FIRE UTILITY CO	365774	10/26/23	73,999.31
WRIGHT CONSTRUCTION	CIP 19-11 PARADISE CREEK WATER QUALITY	365803	10/26/23	264,337.50
		Total for Department		1,009,260.21
<u>RISK</u>				
BTI APPRAISAL	LIABILITY CLAIM COST	365735	10/26/23	1,000.00
BUSTOS	LIABILITY CLAIM COST	365737	10/26/23	163.11
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	365749	10/26/23	15,195.12
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	365750	10/26/23	1,080.00
DEAN GAZZO ROISTACHER LLP	LIABILITY CLAIM COST	365752	10/26/23	336.50
STAPLES BUSINESS ADVANTAGE	MOP #45704, OFFICE SUPPLIES / RISK	365789	10/26/23	374.42
		Total for Department		18,149.15
<u>CMO</u>				
A REASON TO SURVIVE	SIGNAGE AND FACADE IMPROVEMENT PROGRAM	365726	10/26/23	25,000.00
		Total for Department		25,000.00
<u>Building/Planning</u>				
BUREAU VERITAS N AMERICA INC	BUREAU VERITAS SEP INSPECTIONS INVOICE	365736	10/26/23	42,634.22
CA BUILDING STANDARD COMMISSION	BUILDING RFW FUND FEES FOR PERIOD APR 1S	365740	10/26/23	24,108.52
SAME DAY HEATING	BUILDING RFW SAME DAY HEATING & AIR COND	365779	10/26/23	405.00
TEC SD HOMES LLC	BUILDING RFW TEC SD HOMES LLC	365794	10/26/23	179.00
		Total for Department		67,326.74
<u>Finance</u>				
BRINK'S INCORPORATED	TRANSPORTATION - BILLIN PERIOD 10/01/23	365734	10/26/23	587.10



**WARRANT REGISTER # 17
10/26/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
C A P F	NOVEMBER 2023 - FIRE LTD	365738	10/26/23	1,239.00
CALIFORNIA LAW ENFORCEMENT	NOVEMBER 2023 - PD LTD	365743	10/26/23	2,160.00
DELTA DENTAL INSURANCE CO	NOVEMBER 2023 GRP #05-7029600000 PMI DEN	365754	10/26/23	1,750.75
DELTA DENTAL INSURANCE CO	NOVEMBER 2023 GRP #05-7029600002 COBRA D	365755	10/26/23	63.22
DELTA DENTAL OF CALIFORNIA	NOVEMBER 2023 GRP #05-0908600000 DENTAL	365756	10/26/23	16,703.54
GOVERNMENT FINANCE	CERTIFICATE OF ACHIEVEMENT REVIEW FEE FY	365760	10/26/23	150.00
OPTUM	HSA BANKING FEES GROUP HB1966	365772	10/26/23	100.75
SOLANA CENTER	RSWA SB 1383 COMPLIANCE SUPPORT SVCS 9/0	365787	10/26/23	1,600.00
THE BANK OF NEW YORK MELLON	TRUSTEE FEE - PERIOD 09/27/23 TO 09/26/2	365795	10/26/23	1,475.00
THE STAR NEWS	ADS IN THE STAR NEWS 10/13/23	365796	10/26/23	76.88
US BANK	ADMIN FEES 8/01/23 TO 07/31/24 INCIDNETA	365800	10/26/23	1,060.00
			Total for Department	26,966.24
<u>Police</u>				
CABRALES	TRAINING REIM POST SDCRLI TRK1	365741	10/26/23	129.09
GUILLEN	TRAINING POST REIMB LDRSHP II III	365762	10/26/23	228.81
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION AOT KALANKIEWICZ	365782	10/26/23	23.00
WADSWORTH	TRAINING AOT POST REIM	365802	10/26/23	102.48
CRUZ	SCHOOL RESOURCE OFFICER - JORGE CRUZ	365748	10/26/23	905.97
			Total for Department	1,389.35
<u>Community Services/Nutrition/Library</u>				
AMAZON	SUPPLIES FOR EL TOYON FLOORING	365731	10/26/23	179.23
CASTILLO	DJ/MC FOR AGE FRIENDLY DANCE	365744	10/26/23	4,050.00
JERRYS PHOTO BOOTH	AGE FRIENDLY DANCE PHOTO BOOTH RENTA	365764	10/26/23	549.00
SURVEY MONKEY INC	SURVEY MONKEY PREMIER ANNUAL PLANS	365790	10/26/23	3,780.00
SWANK MOTION PICTURES INC	MOVIES IN THE PARK MOVIE LICENSING	365791	10/26/23	700.00
T'S & SIGNS INC	MARKETING BANNERS FOR MOVIES IN THE PARK	365797	10/26/23	261.00
ALDEMCO	FOOD / NUTRITION CENTER	365729	10/26/23	4,479.20
ALL FRESH PRODUCTS	CONSUMABLES	365730	10/26/23	845.77
COZZINI BROS., INC.	KNIFE SERVICE	365747	10/26/23	52.50
PRUDENTIAL OVERALL SUPPLY	LAUNDRY & CONSUMABLES	365778	10/26/23	900.96
SEAPORT MEAT COMPANY	FOOD	365783	10/26/23	1,027.45
SYSCO SAN DIEGO INC	FOOD	365793	10/26/23	5,173.25
4 IMPRINT INC	4 IMPRINT/PARKS PASS GRANT/SUPPLIES/FY24	365725	10/26/23	4,035.90
NEWSBANK INC	RFW- NEWSBANK SUBSCRIPTION RENEWAL/FY24-	365770	10/26/23	5,699.00
OLD TOWN TROLLEY TOURS	PARKS PASS GRANT/OLD TOWN TROLLEY TOUR	365771	10/26/23	2,100.00
			Total for Department	33,833.26
<u>Fire</u>				
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS, JACKETS, PATCHES, SEWING/FIRE	365727	10/26/23	1,573.59
FIRE ETC	PPE EQUIPMENT AND ACCESSORIES/ FIRE	365759	10/26/23	4,041.55
GRAINGER	MOP #65179, BATTERIES FOR FIRE STATION	365761	10/26/23	348.67
MONTANO	REIMBURSEMNT, HECTOR MONTANO/FIRE CERT B	365767	10/26/23	900.00
PRO BUILD COMPANY	MOP #45707, MLW 9" C-PRUNING SAWZALL/FIRE	365777	10/26/23	308.12
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES / FIRE	365778	10/26/23	25.00



**WARRANT REGISTER # 17
10/26/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
STAPLES BUSINESS ADVANTAGE	MOP #45704, FIRE ADMIN SUPPLIES	365789	10/26/23	15.21
			Total for Department	7,212.14
<u>Human Resources</u>				
ADMINSURE INC	WORKER'S COMPENSATION CLAIMS - NOVEMBER	365728	10/26/23	8,604.00
PICHE	LICENSE REIMBURSEMENT	365775	10/26/23	80.00
SMART & FINAL	MOP #45756/OFFICE SUPPLIES/HR	365786	10/26/23	197.35
			Total for Department	8,881.35
<u>MIS</u>				
ASSI SECURITY INC	HID-1326LSSMV-26, HID 26 BIT PROXCARD	365732	10/26/23	808.13
AT&T	SBC - AT&T FOR FY24	365733	10/26/23	20,338.40
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	365745	10/26/23	8,037.00
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY24	365746	10/26/23	2,146.62
DELL MARKETING L P	AURORA R16 WORKSTATION	365753	10/26/23	9,531.22
DOCUSIGN, INC.	DOCUSIGN RENEWAL 8/23/23 - 8/22/24	365757	10/26/23	6,866.16
LASER SAVER INC	LASER SAVER MOP FY24	365765	10/26/23	489.27
PRO BUILD COMPANY	MOP #45707, MOUNTING STRAPS / MIS	365777	10/26/23	408.89
SHARP ELECTRONICS CORPORATION	COPIER CONSUMABLES	365785	10/26/23	183.84
TYLER TECHNOLOGIES INC	TYLER MUNIS / CAD	365798	10/26/23	2,960.00
			Total for Department	51,769.53
			A/P Total	1,249,787.97
WIRED PAYMENTS				
<u>City Clerk</u>				
U S BANK	US BANK CREDIT CARD SERVICES	4193	10/26/23	707.33
<u>Human Resources</u>				
EDD	UNEMPLOYMENT INSURANCE BENEFIT	615142	10/26/23	688.00
			GRAND TOTAL	<u>1,251,183.30</u>



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Karla Apalategui, Sr. Accounting Assistant
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A Martinez, City Manager

SUBJECT:

Warrant Register #18 for the period of 10/27/23 through 11/2/23 in the amount of \$4,005,143.44.

RECOMMENDATION:

Ratify Warrants Totaling \$4,005,143.44

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 10/27/23 – 11/02/23. 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>
SBCS Corporation	365876	\$92,868.00	Home Agreement: TBRA VI Agreement
SDG&E	365877	\$94,277.45	Gas & Electric for Facilities FY24
Anser Advisory	365805	\$130,794.50	CIP Sweetwater Road Protected Bike
County of San Diego	365837	\$212,860.88	Maintenance of Sweetwater River Channel
Kimley Horn	365856	\$62,768.45	CIP NC Eastside I-805 Community
Public Emp Ret Syst	231101	\$328,850.14	CalPERS Payroll Contribution 10/3-10/16

FINANCIAL STATEMENT:

Warrant total \$4,005,143.44

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Warrant Register No. 18



**WARRANT REGISTER # 18
11/2/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CAO				
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICE/ CAO	365844	11/2/23	44,624.57
	Total for Department			44,624.57
Housing/Section 8				
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - AUGUST	365839	11/2/23	883.19
OFFICE SOLUTIONS BUSINESS	MOP OFFICE SUPPLIES FOR SECTION 8 DEPART	365864	11/2/23	228.58
SHRED-IT	OCTOBER -2023 MONTHLY SERVICE / SECTION 8	365880	11/2/23	120.97
AMAZON	PRIVACY SCREEN FOR LAPTOP	365817	11/2/23	26.55
CSA SAN DIEGO COUNTY	CDBG AGREEMENT: CSA SAN DIEGO COUNTY	365842	11/2/23	9,947.61
HEATH	CONSULTATION LETTER FOR RENT ADJUSTMENT	365852	11/2/23	1,000.00
SBCS CORPORATION	HOME AGREEMENT: TBRA VI AGREEMENT	365876	11/2/23	92,868.00
STAPLES BUSINESS ADVANTAGE	MOP #45704 OFFICE SUPPLIES / HOUSING	365882	11/2/23	280.77
THE STAR NEWS	PUBLIC NOTICING - STAR NEWS	365888	11/2/23	110.19
TRANS-LANG	INTERPRETATION SERVICES	365889	11/2/23	1,666.00
WSP USA INC	FOCUSED GENERAL PLAN UPDATE	365900	11/2/23	15,390.85
	Total for Department			122,522.71
Fire				
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS, JACKETS, PATCHES, SEWING	365811	11/2/23	2,876.27
AMEDEE	REIMBURSEMENT TRAVEL EXPENSE, W AMEDEE	365819	11/2/23	31.11
HOME DEPOT CREDIT SERVICES	BUILDING SUPPLIES FY24- FIRE	365854	11/2/23	224.92
L N CURTIS & SONS	FIRECRAFT REDLINE GLOVE, LARGE/FIRE	365857	11/2/23	1,168.87
LINE-X SAN DIEGO	SHORT BED LABOR / FIRE	365858	11/2/23	1,159.50
MES CALIFORNIA	ITEM #434467, SILV-EX PLUS FOAM/FIRE	365859	11/2/23	1,712.00
MHZ COMMUNICATIONS ENT	TECH SERVICES REPAIRS SIGTRONICS	365860	11/2/23	1,286.66
STAPLES BUSINESS ADVANTAGE	MOP #45704 OFFICE SUPPLIES / FIRE	365882	11/2/23	246.85
THE COUNSELING TEAM INTERNATIO	EMPLOYEE SUPPORT SVCS, AUGUST 2023/FIRE	365887	11/2/23	285.00
	Total for Department			8,991.18
Police				
SMART SOURCE OF CALIFORNIA LLC	72 HOUR STICKERS	365809	11/1/23	1,397.92
SMART SOURCE OF CALIFORNIA LLC	SHORT PAYMENT OF FREIGHT PO 87604	365881	11/2/23	90.00
ACEVEDO	TRAINING POST REIM AOT	365812	11/2/23	102.48
ARGERSINGER	TRAINING AOT POST REIM	365820	11/2/23	102.48
BEHAVIORAL ANALYSIS TRAINING	TRAINING TUITION C GARCIA	365822	11/2/23	575.00
CAMACHO	TRAINING AOT POST REIM	365829	11/2/23	32.00
CAMARGO	TRAINING ADV LDG CLEARS	365830	11/2/23	995.00
CARDOZA	TRAINING POST REIM IA	365831	11/2/23	24.00
CPCA	TRAININ TUITION EXECTIV ASSTNT	365841	11/2/23	675.00
FERNANDO	TRAINING ADV SUB SLI 3	365847	11/2/23	422.70
HERNANDEZ	TRAINING POST REIM SDCRLI TRCK 1	365853	11/2/23	40.00
IZAGUIRRE	TRAINING AOT POST REIM	365855	11/2/23	102.48



**WARRANT REGISTER # 18
11/2/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ORANGE COUNTY SHERIFF'S T D	TRAINING TUITION TC INV 5X	365865	11/2/23	875.00
QUIROGA	TRAINING POST REIM IA	365869	11/2/23	24.00
RIO HONDO COLLEGE	TRAINING TUITION SUPERVISRY	365871	11/2/23	684.00
SAVAGE TRAINING GROUP LLC	TRAINING TUITION INTRV INTRRG CARLOMAGNO	365875	11/2/23	610.00
TACTICAL FIREARMS TRAINING	TRAINING TUITION FIRARMS HAWK	365886	11/2/23	750.00
CAPE	CAPE PROP AND EVIDENCE TRAINING	365806	11/1/23	50.00
CABATU	SNAPCHAT INVESTIGATION - EMMA CABATU	365827	11/2/23	229.89
GONZALES	BASIC PEER SUPPORT TRAINING	365850	11/2/23	64.73

Total for Department 7,846.68

Engineering / PW's

SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS	365808	11/1/23	2,385.80
A & A AUTO GLASS INC	WINDSHIELD TINT FY24-PW/EQM	365810	11/2/23	718.50
AIRGAS USA LLC	MOP 45714 SAFETY SUPPLIES FY24-PW/SEWER	365815	11/2/23	162.04
DALTON TOYOTA NATIONAL CITY	CITY VEHICLE MAINTENANCE FY24-PW/EQM	365843	11/2/23	450.78
DISCOUNT SPECIALTY CHEMICALS	GOOP OFF FOR STREETS FY24-PW/STREETS	365845	11/2/23	989.54
HAAKER EQUIPMENT COMPANY	SEWER MAINTENANCE SUPPLIES FY24-PW/SEWER	365851	11/2/23	499.77
HOME DEPOT CREDIT SERVICES	BUILDING SUPPLIES FY24-PW/FACILITIES	365854	11/2/23	1,879.89
PACIFIC PRODUCTS & SERVICES	TRAFFIC CONTROL SUPPLIES FY24-PW/STREETS	365866	11/2/23	1,486.61
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/SEWER	365867	11/2/23	582.70
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY24-PW/STREET	365868	11/2/23	477.99
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES FY24-PW/EQM	365872	11/2/23	21.47
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY24	365877	11/2/23	94,277.45
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY24	365878	11/2/23	3,087.45
STAPLES BUSINESS ADVANTAGE	MOP #45704 OFFICE SUPPLIES / ENG-PW	365882	11/2/23	1,229.58
SUPERIOR READY MIX CONCRETE LP	ROADWAY MATERIALS FOR STREETS FY24-PW/ST	365884	11/2/23	1,159.40
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY24 AUG-OCT -	365885	11/2/23	36,022.48
VELOCITY TRUCK CENTERS	ENGINE AND TRANSMISSION PARTS FY24-PW/EQ	365893	11/2/23	907.40
VISTA PAINT	MOP 68834 TRAFFIC PAINT SUPPLIES FY24-PW	365895	11/2/23	490.88
WAXIE SANITARY SUPPLY	MISC JANITORIAL SUPPLIES FY24-PW/FACILIT	365896	11/2/23	3,179.45
WESTFLEX INDUSTRIAL	MOP 63850 SEWER SUPPLIES FY24-PW/SEWER	365897	11/2/23	91.17
WETMORES	MOP 80333 AUTO SUPPLIES FY24-PW/EQM	365898	11/2/23	532.44
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES FY24-PW/PARK	365899	11/2/23	196.55
ACEVEDO	EDUCATIONAL REIMBURSEMENT FOR RENE ACEVE	365813	11/2/23	735.00
NV5 INC	T&A 90561 KIMBALL WAY & 14TH ST- ENG/PW	365863	11/2/23	5,997.98
ANSER ADVISORY MANAGEMENT, LLC	CIP 19-20 SWEETWATER ROAD PROTECTED BIKE	365805	11/1/23	130,794.50
AEP CALIFORNIA LLC	UNDERCOVER LIGHTING FOR NCPD HIGHLANDER-	365814	11/2/23	7,378.12
BNSF RAILWAY COMPANY	BAYSHORE BIKEWAY PROJECT SEGMENT 5 - ENG	365824	11/2/23	17,824.29
COMMONWEALTH LAND	N AVENUE EASEMENT - UDPATED TITLE REPORT	365835	11/2/23	350.00
COUNTY OF SAN DIEGO	MAINTENANCE OF SWEETWATER RIVER CHANNEL	365837	11/2/23	212,860.88
D-MAX ENGINEERING INC	CIP 21-28 NC WETLAND EXPANSION AND PARK	365846	11/2/23	1,713.06
GEOSYNTEC CONSULTANTS INC	CNC COMPLIANCE WORK - ENG/PW	365849	11/2/23	19,188.88
KIMLEY HORN	CIP 22-09 NC EASTSIDE I-805 COMMUNITY -	365856	11/2/23	62,768.45
NERI LANDSCAPE ARCHITECTURE	CIP 22-43 LAS PALMAS DOG PARK -ENG/PW	365861	11/2/23	1,591.25
SAN DIEGO UNION TRIBUNE	CIP 22-09- NOTICE INVITING BIDS - ENG/P	365873	11/2/23	1,179.42



**WARRANT REGISTER # 18
11/2/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
Total for Department				613,211.17
<u>NSD</u>				
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 SMART SOURCE / NSD	365809	11/1/23	116.93
BOOT WORLD	MOP 64096 BOOT WORLD/ NSD	365825	11/2/23	127.22
CALIFORNIA ASSOCIATION OF CODE	CACEO CONFERENCE CORDOVA / NSD	365828	11/2/23	1,400.00
Total for Department				1,644.15
<u>Risk</u>				
SANZ	LIABILITY CLAIM COST	365874	11/2/23	7,172.10
US LEGAL SUPPORT INC	LIABILITY CLAIM COST	365892	11/2/23	802.92
Total for Department				7,975.02
<u>CMO</u>				
SMART SOURCE OF CALIFORNIA LLC	MOP# 63846 - BUSINESS CARD - PEDRO GARCIA	365809	11/1/23	98.71
COUNTY OF SAN DIEGO	MAIL POSTAGE BILLING - AUGUST	365839	11/2/23	1,863.49
GARCIA	REIMBURSEMENT - CULTURE CLUB SUPPLIES	365848	11/2/23	691.19
STAPLES BUSINESS ADVANTAGE	MOP #45704 OFFICE SUPPLIES / CMO	365882	11/2/23	226.54
Total for Department				2,879.93
<u>Planning / Building</u>				
STAPLES BUSINESS ADVANTAGE	MOP #45704 OFFICE SUPPLIES / PLANNING	365882	11/2/23	1,229.58
SUNRUN INSTALLATION SERVICES	BUILDING RFW SUNRUN INSTALLATION SERVICE	365883	11/2/23	1,281.48
CODE ENFORCEMENT	NSD CEOSF TRAINING	365984	11/2/23	2,250.00
Total for Department				4,761.06
<u>Finance</u>				
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT FOR OCT	365833	11/2/23	153.82
NOWDOCS INTERNATIONAL INC	W2 FORMS & ENVELOPES, 1099 MISC ENVELOPE	365862	11/2/23	242.73
THE STAR NEWS	PUBLIC NOTICING - STAR NEWS	365888	11/2/23	112.75
UNITED PARCEL SERVICE	UPS SHIPMENT / JJ KANE/KEN PORTER AUCTION	365891	11/2/23	38.28
BAVENCOFF JR	RETIREE HEALTH BENEFITS - NOV 2023	365901	11/2/23	500.00
BEARD	RETIREE HEALTH BENEFITS - NOV 2023	365902	11/2/23	70.00
BECK	RETIREE HEALTH BENEFITS - NOV 2023	365903	11/2/23	140.00
BEVERIDGE	RETIREE HEALTH BENEFITS - NOV 2023	365904	11/2/23	640.00
BISHOP	RETIREE HEALTH BENEFITS - NOV 2023	365905	11/2/23	110.00
BOEGLER	RETIREE HEALTH BENEFITS - NOV 2023	365906	11/2/23	260.00
BULL	RETIREE HEALTH BENEFITS - NOV 2023	365907	11/2/23	580.00
CAMEON	RETIREE HEALTH BENEFITS - NOV 2023	365908	11/2/23	400.00
CANEDO	RETIREE HEALTH BENEFITS - NOV 2023	365909	11/2/23	620.00
CASTELLANOS	RETIREE HEALTH BENEFITS - NOV 2023	365910	11/2/23	500.00
COLE	RETIREE HEALTH BENEFITS - NOV 2023	365911	11/2/23	165.00
COLLINSON	RETIREE HEALTH BENEFITS - NOV 2023	365912	11/2/23	420.00



WARRANT REGISTER # 18
11/2/2023

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CONDON	RETIREE HEALTH BENEFITS - NOV 2023	365913	11/2/23	280.00
CORDERO	RETIREE HEALTH BENEFITS - NOV 2023	365914	11/2/23	520.00
DALLA	RETIREE HEALTH BENEFITS - NOV 2023	365915	11/2/23	900.00
DANESHFAR	RETIREE HEALTH BENEFITS - NOV 2023	365916	11/2/23	250.00
DEESE	RETIREE HEALTH BENEFITS - NOV 2023	365917	11/2/23	660.00
DESROCHERS	RETIREE HEALTH BENEFITS - NOV 2023	365918	11/2/23	110.00
DIAZ	RETIREE HEALTH BENEFITS - NOV 2023	365919	11/2/23	680.00
DREDGE	RETIREE HEALTH BENEFITS - NOV 2023	365920	11/2/23	250.00
DUONG	RETIREE HEALTH BENEFITS - NOV 2023	365921	11/2/23	280.00
EISER III	RETIREE HEALTH BENEFITS - NOV 2023	365922	11/2/23	250.00
ESPIRITU	RETIREE HEALTH BENEFITS - NOV 2023	365923	11/2/23	620.00
ETZLER	RETIREE HEALTH BENEFITS - NOV 2023	365924	11/2/23	460.00
FABINSKI	RETIREE HEALTH BENEFITS - NOV 2023	365925	11/2/23	220.00
FERNANDEZ	RETIREE HEALTH BENEFITS - NOV 2023	365926	11/2/23	270.00
FIFIELD	RETIREE HEALTH BENEFITS - NOV 2023	365927	11/2/23	540.00
GAUT	RETIREE HEALTH BENEFITS - NOV 2023	365928	11/2/23	700.00
GELSKEY	RETIREE HEALTH BENEFITS - NOV 2023	365929	11/2/23	115.00
GIBBS JR	RETIREE HEALTH BENEFITS - NOV 2023	365930	11/2/23	120.00
GONZALES	RETIREE HEALTH BENEFITS - NOV 2023	365931	11/2/23	480.00
HARLAN	RETIREE HEALTH BENEFITS - NOV 2023	365932	11/2/23	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - NOV 2023	365933	11/2/23	500.00
HERNANDEZ	RETIREE HEALTH BENEFITS - NOV 2023	365934	11/2/23	680.00
HERNANDEZ	RETIREE HEALTH BENEFITS - NOV 2023	365935	11/2/23	400.00
HODGES	RETIREE HEALTH BENEFITS - NOV 2023	365936	11/2/23	200.00
IBARRA	RETIREE HEALTH BENEFITS - NOV 2023	365937	11/2/23	780.00
JASMUND	RETIREE HEALTH BENEFITS - NOV 2023	365938	11/2/23	680.00
JONES	RETIREE HEALTH BENEFITS - NOV 2023	365939	11/2/23	60.00
JONES	RETIREE HEALTH BENEFITS - NOV 2023	365940	11/2/23	480.00
JUNIEL	RETIREE HEALTH BENEFITS - NOV 2023	365941	11/2/23	50.00
KIMBLE	RETIREE HEALTH BENEFITS - NOV 2023	365942	11/2/23	300.00
KLOS	RETIREE HEALTH BENEFITS - NOV 2023	365943	11/2/23	480.00
LAFRENIERE	RETIREE HEALTH BENEFITS - NOV 2023	365944	11/2/23	660.00
LIMFUECO	RETIREE HEALTH BENEFITS - NOV 2023	365945	11/2/23	160.00
MATIENZO	RETIREE HEALTH BENEFITS - NOV 2023	365946	11/2/23	100.00
MCCABE	RETIREE HEALTH BENEFITS - NOV 2023	365947	11/2/23	280.00
MCDANIEL	RETIREE HEALTH BENEFITS - NOV 2023	365948	11/2/23	290.00
MEEKS	RETIREE HEALTH BENEFITS - NOV 2023	365949	11/2/23	460.00
MENDOZA	RETIREE HEALTH BENEFITS - NOV 2023	365950	11/2/23	290.00
MINER	RETIREE HEALTH BENEFITS - NOV 2023	365951	11/2/23	580.00
MUNOZ	RETIREE HEALTH BENEFITS - NOV 2023	365952	11/2/23	640.00
NAGLE	RETIREE HEALTH BENEFITS - NOV 2023	365953	11/2/23	460.00
NOTEWARE	RETIREE HEALTH BENEFITS - NOV 2023	365954	11/2/23	120.00
OLIVERIA	RETIREE HEALTH BENEFITS - NOV 2023	365955	11/2/23	360.00
PARRA	RETIREE HEALTH BENEFITS - NOV 2023	365956	11/2/23	400.00
PAUU JR	RETIREE HEALTH BENEFITS - NOV 2023	365957	11/2/23	340.00
PE	RETIREE HEALTH BENEFITS - NOV 2023	365958	11/2/23	300.00
PEASE JR	RETIREE HEALTH BENEFITS - NOV 2023	365959	11/2/23	140.00



**WARRANT REGISTER # 18
11/2/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
POST	RETIREE HEALTH BENEFITS - NOV 2023	365960	11/2/23	280.00
RAY	RETIREE HEALTH BENEFITS - NOV 2023	365961	11/2/23	190.00
REDIKOP	RETIREE HEALTH BENEFITS - NOV 2023	365962	11/2/23	400.00
RIOS	RETIREE HEALTH BENEFITS - NOV 2023	365963	11/2/23	240.00
ROARK	RETIREE HEALTH BENEFITS - NOV 2023	365964	11/2/23	135.00
RODRIGUEZ	RETIREE HEALTH BENEFITS - NOV 2023	365965	11/2/23	260.00
ROUSTON	RETIREE HEALTH BENEFITS - NOV 2023	365966	11/2/23	660.00
RUIZ	RETIREE HEALTH BENEFITS - NOV 2023	365967	11/2/23	310.00
SAINZ	RETIREE HEALTH BENEFITS - NOV 2023	365968	11/2/23	300.00
SANCHEZ	RETIREE HEALTH BENEFITS - NOV 2023	365969	11/2/23	330.00
SERVATIUS	RETIREE HEALTH BENEFITS - NOV 2023	365970	11/2/23	340.00
SHEPHARD	RETIREE HEALTH BENEFITS - NOV 2023	365971	11/2/23	440.00
SHOEMAKER	RETIREE HEALTH BENEFITS - NOV 2023	365972	11/2/23	480.00
SILVA	RETIREE HEALTH BENEFITS - NOV 2023	365973	11/2/23	580.00
SMITH	RETIREE HEALTH BENEFITS - NOV 2023	365974	11/2/23	320.00
SMITH	RETIREE HEALTH BENEFITS - NOV 2023	365975	11/2/23	560.00
TIPTON	RETIREE HEALTH BENEFITS - NOV 2023	365976	11/2/23	250.00
UNGAB	RETIREE HEALTH BENEFITS - NOV 2023	365977	11/2/23	600.00
VILLAGOMEZ	RETIREE HEALTH BENEFITS - NOV 2023	365978	11/2/23	480.00
VILLARIASA	RETIREE HEALTH BENEFITS - NOV 2023	365979	11/2/23	480.00
WHITE	RETIREE HEALTH BENEFITS - NOV 2023	365980	11/2/23	230.00
WILKINS	RETIREE HEALTH BENEFITS - NOV 2023	365981	11/2/23	520.00
YBARRA	RETIREE HEALTH BENEFITS - NOV 2023	365982	11/2/23	220.00
YOUNG	RETIREE HEALTH BENEFITS - NOV 2023	365983	11/2/23	560.00
Total for Department				32,512.58
<u>Community Services/Nutrition/Library</u>				
ALLSTATE SECURITY	INVICTA DBA ALLSTATE/LIBRARY SECURITY/AUG	365816	11/2/23	15,333.43
AMAZON CAPITAL SERVICES, INC.	AMAZON/COMPUTER CENTER HARWARD SUPPLIES	365818	11/2/23	271.54
BAKER & TAYLOR	BAKER AND TAYLOR/BOOKS/FY23	365821	11/2/23	2,006.19
Total for Department				17,611.16
<u>Human Resources</u>				
RAMIREZ	LICENSE REIMBURSEMENT	365870	11/2/23	85.00
CHELIUS	WC MILEAGE REIMBURSEMENT	365832	11/2/23	62.88
Total for Department				147.88
<u>MIS</u>				
BLUE VIOLET NETWORKS	BLUE VIOLET CAMERA REPLACEMENTS	365823	11/2/23	1,650.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	365838	11/2/23	8,151.00
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY24	365840	11/2/23	174.00
SHARP ELECTRONICS CORPORATION	SHARP FY24	365879	11/2/23	1,936.02
TYLER TECHNOLOGIES INC	TYLER MUNIS / CAD	365890	11/2/23	2,960.00
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY24	365894	11/2/23	11,507.90



**WARRANT REGISTER # 18
11/2/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
		Total for Department		26,378.92
<u>City Clerk</u>				
CIVICPLUS, LLC	MUNICIPAL CODE CODIFICATION - CIVIC PLUS	365834	11/2/23	3,902.00
CORODATA RECORDS	OFFSITE FILE STORAGE - CORODATA	365836	11/2/23	53.00
STAPLES BUSINESS ADVANTAGE	MOP #45704 OFFICE SUPPLIES / CITY CLERK	365882	11/2/23	162.96
THE STAR NEWS	PUBLIC NOTICING - STAR NEWS	365888	11/2/23	410.00
TRANS-LANG	INTERPRETATION SERVICES	365889	11/2/23	1,666.00
		Total for Department		6,193.96
		A/P Total		897,300.97
PAYROLL				
Pay period	Start Date	End Date	Check Date	
23	10/17/2023	10/30/2023	11/8/2023	1,434,458.02
WIRED PAYMENTS				
<u>Finance</u>				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 10/03/23 - 10/16/23	231101	11/1/23	328,850.14
CITY OF NATIONAL CITY	RSWA - PAYMENT FOR ENVIRONMENTAL ENHANCE	365807	11/1/23	24,133.00
<u>CMO</u>				
U S BANK	CREDIT CARD EXPENSES / CMO	885603	10/31/23	2,282.32
<u>Police</u>				
U S BANK	CREDIT CARD EXPENSES / PD TRAINING	885603	10/31/23	5,953.03
<u>Housing/Section 8</u>				
U S BANK	US BANK CREDIT CARD STATEMENT- HOUSING A	331868	11/1/23	2,896.88
SECTION 8 HAPS	Start Date	End Date		
	11/1/2023	11/1/2023		1,309,269.08
		GRAND TOTAL		4,005,143.44



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Molly Brennan, Administrative Services Director
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A Martinez, City Manager

SUBJECT:

Warrant Register #19 for the period of 11/03/23 through 11/09/23 in the amount of \$889,703.01.

RECOMMENDATION:

Ratify Warrants Totaling \$889,703.01

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 11/03/23 – 11/09/23. 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>
ARCO Business Sol	366965	\$54,698.83	Fuel for City Fleet Oct FY24
Kaiser Health Plan	366020	\$233,952.39	December 2023 Group #104220
Public Emp Ret Syst	231109	\$327,181.36	CalPERS Payroll Contribution 10/17-10/30
Adminsure Inc	2426	\$149,776.17	Workers’ Compensation Replenishment

FINANCIAL STATEMENT:

Warrant total \$889,703.01

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Warrant Register No. 19



**WARRANT REGISTER # 19
11/9/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CAO				
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICE/ CAO	366028	11/9/23	6,234.00
		Total for Department		6,234.00
Fire				
ACE UNIFORMS FOR FIRE	NEW HIRE GONZALES ARO	365985	11/9/23	193.95
AT & T INC	MONTHLY PHONE SVCS TO RECEIVE/ FIRE	365992	11/9/23	391.76
FIRE ETC	STATION, WILDLAND & STURCTURE BOOTS/ FIRE	366009	11/9/23	407.81
GRAINGER	MOP 65179 GENERAL SUPPLIES FY24-FIRE	366015	11/9/23	488.12
NAPA AUTO PARTS	MOP #45735, IGNITION SWITCH W/LOCK/FIRE	366030	11/9/23	50.61
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-FIRE	366034	11/9/23	99.25
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY24-FIRE	366035	11/9/23	52.19
SMART & FINAL	MOP #45756, JANITORIAL SUPPLIES /FIRE	366046	11/9/23	101.56
STANDARD AUTO RECYCLING	CAR BODIES FOR EXTRACATION PRACTICE/FIRE	366048	11/9/23	200.00
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES FOR FIRE STATIONS	366057	11/9/23	1,019.46
WILLY'S ELECTRONIC SUPPLY	MOP #45763, DIGITAL MULTIMETER/ FIRE	366059	11/9/23	23.93
		Total for Department		3,028.64
Police				
ACE UNIFORMS & ACCESSORIES INC	NEW HIRE GONZALES ARO	365985	11/9/23	1,339.23
AEP CALIFORNIA LLC	RECRUITING CAR GRAPHICS	365987	11/9/23	2,262.00
CELLEBRITE INC	FY 2024 SERVICE FEE	365997	11/9/23	6,633.75
EXPERIAN	CREDIT CHECKS	366007	11/9/23	27.48
GIL	REIMB: FOR BREACHING TOOL	366012	11/9/23	140.00
LASER SAVER INC	MOP 04840 PD TONER	366021	11/9/23	65.20
MAN K9 INC	OCTOBER MAINTENANCE TRAINING	366025	11/9/23	1,520.00
MILE HIGH SHOOTING ACCESSORIES	SNIPER RIFLE	366029	11/9/23	8,819.58
S D COUNTY SHERIFF'S DEPT	CAL ID JULY 1 - DECEMBER 31, 2023	366036	11/9/23	7,914.00
SMART SOURCE OF CALIFORNIA LLC	MOP 24302 PD PRINTING	366047	11/9/23	42.98
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES FY24-PD	366049	11/9/23	572.86
SYMBOLARTS, LLC	DAGUIA RETIREMENT BADGE	366051	11/9/23	194.01
TYLER TECHNOLOGIES INC	TYLER PACE TRAINING FOR CAD	366052	11/9/23	11,200.00
ULINE	P&E BAGS AND TIES	366053	11/9/23	1,156.37
ARGERSINGER	TRAINING ADV SUB TC INV	365991	11/9/23	975.23
BARAJAS	TRAINING ADV POST AND LDG TC INV	365994	11/9/23	975.23
CORADO	TRAINING ADV LDG CNT	366001	11/9/23	1,623.63
ESTABROOK JR	TRAINING ADV LDG CNT	366006	11/9/23	1,623.63
GARCIA	TRAINING ADV POST AND LDG TC INV	366011	11/9/23	975.23
IZAGUIRRE	TRAINING POST SUB & LDG TC INV	366019	11/9/23	975.23
LONG	TRAINING ADV LDG CNT	366023	11/9/23	1,623.63
ORANGE COUNTY SHERIFF'S T D	TRAINING TUITION FTO HAWK	366032	11/9/23	130.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT AHUMADA/IZAGUIRRE	366038	11/9/23	46.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT CAMACHO	366039	11/9/23	23.00
SANCHEZ	TRAINING ADV POST SUB AND LDG TC INV	366041	11/9/23	975.23
ADAMOS	ASSERTIVE SUPERVISION - REIMBURSEMENT FO	365986	11/9/23	642.89



**WARRANT REGISTER # 19
11/9/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDERSON	IAHTI CONFERENCE - REIMBURSEMENT STEVEN	365990	11/9/23	337.94
BROWDER	CCUG SEMINAR - REIMBURSEMENT FOR MARIE B	365996	11/9/23	866.83
FERNANDO	SHERMAN BLOCK SLI 2 - REIMBURSEMENT FOR	366008	11/9/23	134.60
HERNANDEZ	FORCE ENCOUNTERS ANALYSIS - REIMBURSEMEN	366017	11/9/23	198.72
MCGOUGH	ASSERTIVE SUPERVISION - REIMBURSEMENT JO	366027	11/9/23	208.29
PEPPERBALL	PEPPERBALL INSTRUCTOR ARMORER CERTIFICAT	366033	11/9/23	1,647.00
Total for Department				55,869.77
<u>Engineering / PW's</u>				
CLEAR WATER TECHNOLOGIES LLC	CITY WATER TREATMENTS FY24-PW/FACILITIES	365998	11/9/23	475.00
DEPT OF INDUSTRIAL RELATIONS	LIBRARY ELEVATOR INSPECTION FY24-PW/FACI	366002	11/9/23	450.00
DISCOUNT SPECIALTY CHEMICALS	SAFE SCALE-FY24-PW/SEWER	366004	11/9/23	484.95
GRAINGER	MOP 65179 GENERAL SUPPLIES FY24-PW/FACIL	366015	11/9/23	1,850.32
HOME DEPOT CREDIT SERVICES	BUILDING SUPPLIES FY24-PW/FACILITIES	366018	11/9/23	5,373.56
LOUIES GARAGE CORPORATION	FRONT END REPAIRS FOR CITY VEHICLE FY24-	366024	11/9/23	1,378.00
NATIONAL CITY TROPHY	MOP 66556 OFFICE SIGN FY24-PW/FACILITIES	366031	11/9/23	47.52
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FACIL	366034	11/9/23	3,374.91
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FY24-PW/STREE	366035	11/9/23	442.57
SAN DIEGO MECHANICAL ENERGY	REPAIRS TO HVAC SYSTEMS FY24-PW/FACILITI	366037	11/9/23	7,778.14
SDG&E	GAS AND ELECTRIC FOR FACILITIES FOR FY24	366042	11/9/23	6,549.53
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS S	366043	11/9/23	46.53
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES FY24-PW/PAR	366044	11/9/23	1,674.11
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES FY24-PW/ENG	366049	11/9/23	1,540.30
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY24	366054	11/9/23	522.57
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 INDUSTRIAL SUPPLIES FY24-PW/FA	366055	11/9/23	1,171.64
VISTA PAINT	MOP 68834 PAINT SUPPLIES FY24-PW/STREETS	366056	11/9/23	332.42
WILLY'S ELECTRONIC SUPPLY	MOP #45763, DIGITAL MULTIMETER/ FIRE	366059	11/9/23	37.57
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET FY24 OCT -PW/EQM	366965	11/6/23	54,698.83
D-MAX ENGINEERING INC	T&A 90539 NC KIMBALL HIGHLAND WEST CHARG	366005	11/9/23	898.53
Total for Department				89,127.00
<u>CMO</u>				
DEVANEY PATE MORRIS & CAMERON	LEGAL SERVICES - PORT OF SAN DIEGO	366003	11/9/23	1,075.00
VALDIVIA-OCHOA	MISCELLANEOUS TRAVEL COST - NANCY VALDIV	366061	11/9/23	200.00
Total for Department				1,275.00
<u>Finance</u>				
KAISER FOUNDATION HEALTH PLAN	DECEMBER 2023 - GROUP #104220	366020	11/9/23	233,952.39
Total for Department				233,952.39
<u>Community Services/Nutrition/Library</u>				
COMMUNITY ROWING OF	RFW SUMMER CAMP FIELD TRIP 7.26.23	365999	11/9/23	125.00
HERNANDEZ	CONTRACT INSTRUCTOR PAYMENT FOR MARGARIT	366016	11/9/23	14.00
MCGHEE	RFW EMPLOYEE REIMBURSEMENT JOANNE MCGHEE	366026	11/9/23	60.00



**WARRANT REGISTER # 19
11/9/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SANCHEZ MAYO	CONTRACT INSTRUCTOR PAYMENT FOR LESTER M	366040	11/9/23	2,625.00
BAKER & TAYLOR	BAKER AND TAYLOR/BOOKS/FY24	365993	11/9/23	942.07
WORTH AVE GROUP, LLC	WORTH INSURANCE- DELL LATITUDE , DELL CB	366060	11/9/23	3,739.00
			Total for Department	7,505.07
 <u>Human Resources</u>				
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - NOVEMBER	365988	11/9/23	802.38
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	365989	11/9/23	132.00
BICKMORE ACTUARIAL	ACTUARIAL REVIEW - SELF INSURED WORKERS'	365995	11/9/23	5,000.00
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	366000	11/9/23	1,911.00
G2SOLUTIONS, INC	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	366010	11/9/23	8.25
GONZALEZ	REIMBURSEMENT FOR LIVESCAN BACKGROUND CH	366014	11/9/23	57.00
LIEBERT CASSIDY WHITMORE	PERSONNEL MATTER	366022	11/9/23	757.81
SMART & FINAL	MOP #45756/OFFICE SUPPLIES/HR	366045	11/9/23	126.43
STAPLES BUSINESS ADVANTAGE	MOP #45704/OFFICE SUPPLIES/HR	366050	11/9/23	87.78
WEAVER	TRAVEL EXPENSE REPORT	366058	11/9/23	1,094.55
			Total for Department	9,977.20
			A/P Total	406,969.07
 WIRED PAYMENTS				
<u>Finance</u>				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 10/17/23 - 10/30/23	231109	11/9/23	327,181.36
 <u>CMO</u>				
U S BANK	CREDIT CARD EXPENSES/CMO	669022	11/9/23	1,056.80
 <u>CMO</u>				
U S BANK	CREDIT CARD EXPENSES/CSD	669022	11/9/23	652.99
U S BANK	CREDIT CARD EXPENSES/CSD	54208	11/7/23	1,069.28
 <u>Human Resources</u>				
ADMINSURE INC	WORKERS' COMPENSATION ACCOUNT REPLENISHM	2426	11/6/23	149,776.17
U S BANK	CREDIT CARD EXPENSES/HR	745763	11/8/23	125.00
 <u>Police</u>				
U S BANK	CREDIT CARD EXPENSES / POLICE CHIEF	54208	11/7/23	100.55
 <u>Fire</u>				
U S BANK	CREDIT CARD EXPENSES/FIRE	54208	11/7/23	2,771.79
			GRAND TOTAL	889,703.01



AGENDA REPORT

Department: Administrative Services - Finance
Prepared by: Molly Brennan, Administrative Services Director
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A Martinez, City Manager

SUBJECT:

Warrant Register #20 for the period of 11/10/23 through 11/16/23 in the amount of \$2,374,931.72.

RECOMMENDATION:

Ratify Warrants Totaling \$2,374,931.72

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

Per Government Section Code 37208, below are the payments issued for period 11/10/23 – 11/16/23. Consistent with Department of Finance’s practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check</u>	<u>Amount</u>	<u>Explanation</u>
AEP California LLC	366065	\$133,111.96	2 Ford Interceptor Buildouts
HSCC Inc	366089	\$87,708.79	CIP 23-06 Kimball & Las Palmas Park
Municipal Maint Equip	366096	\$246,249.75	Trash Truck Grapple Loader
Healthnet Inc	366085	\$66,189.90	GRP #R1192A December 23

FINANCIAL STATEMENT:

Warrant total \$2,374,931.72

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Not Applicable

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

Not Applicable

EXHIBIT:

Exhibit A - Warrant Register No. 20



**WARRANT REGISTER # 20
11/16/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CAO				
THOMSON REUTERS WEST	SUBSCRIPTIONS	366110	11/16/23	607.47
		Total for Department		607.47
Risk				
CONTRERAS	LIABILITY CLAIM COST	366072	11/16/23	1,300.00
		Total for Department		1,300.00
Fire				
ACE UNIFORMS & ACCESSORIES INC	UNIFORMS, JACKETS, PATCHES, SEWING AND	366063	11/16/23	2,731.78
L N CURTIS & SONS	PART#CFC0122-L CREWBOSS/FIRE	366093	11/16/23	1,639.82
MONTANO	RE-IMBURSEMENT, MILEAGE & MEAL EXPENS	366121	11/16/23	882.94
		Total for Department		5,254.54
MIS				
AT&T	SBC - AT&T FOR FY24	366067	11/16/23	3,166.75
AT&T	SBC - AT&T FOR FY24	366068	11/16/23	107.22
CORELOGIC SOLUTIONS LLC	REALQUEST PROPERTY RESEARCH APP +	366073	11/16/23	270.40
COX COMMUNICATIONS	COX DATA, VIDEO SERVICES FY24	366074	11/16/23	2,596.70
GRANICUS LLC	GRANICUS WEBCASTING FY24	366078	11/16/23	4,110.58
KRONOS INC	ANNUAL MAINTENANCE AND LICENSING FOR	366092	11/16/23	893.20
TYLER TECHNOLOGIES INC	TYLER MUNIS / CAD	366112	11/16/23	12,580.00
WILLY'S ELECTRONIC SUPPLY	WILLY'S ELECTRONICS FY24	366116	11/16/23	277.17
		Total for Department		24,002.02
Police				
ACTION TARGET INC	TARGETS FOR RANGE	366064	11/16/23	1,563.16
ESRI	ARCGIS DESKTOP	366077	11/16/23	1,650.00
SAN DIEGO POLICE EQUIPMENT	BALLISTIC VEST CSO PATRON	366101	11/16/23	1,436.79
ULINE	P&E SUPPLIES	366113	11/16/23	2,600.17
VWR	P&E SUPPLIES	366114	11/16/23	831.76
SEGAL	2023 ATAP THREAT MANAGEMENT CONFEREN	366104	11/16/23	1,190.92
		Total for Department		9,272.80
Engineering / PW's				
MCI AUTO REPAIR	AUTO SUPPLIES FY24-PW/EQM	366094	11/16/23	325.90
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES FY24-PW/FACIL	366100	11/16/23	4,853.05
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREET FY	366102	11/16/23	42,910.79
SDG&E	GAS AND ELECTRIC UTILITIES FOR STREETS F	366103	11/16/23	15,119.99
TUBAO	REFUND OF BOND T&A 90636- ENG/PW	366111	11/16/23	6,500.00
AEP CALIFORNIA LLC	2 - FORD INTERCEPTOR BUILDOUTS - LIEUT.	366065	11/16/23	133,111.96
HSCC INC	CIP 23-06 KIMBALL DOG PK TOT LOT LAS PAL	366089	11/16/23	87,708.79



**WARRANT REGISTER # 20
11/16/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MUNICIPAL MAINTENANCE EQUIP	TRASH TRUCK GRAPPLE LOADER - ENG/PW	366096	11/16/23	246,249.75
NATIONAL ELECTRIC WORKS, INC.	CIP 20-03 CIVIC CENTER BASEMENT POWER UP	366098	11/16/23	18,635.62
Total for Department				555,415.85
 <u>Community Development</u>				
ESGIL LLC	ESGIL INVOICE	366076	11/16/23	15,720.64
SILVER & WRIGHT LLP	SILVER & WRIGHT INVOICE	366105	11/16/23	5,374.23
Total for Department				21,094.87
 <u>CMO</u>				
ICMA MEMBERSHIP RENEWALS	MEMBERSHIP DUES - BEN MARTINEZ	366090	11/16/23	1,200.00
Total for Department				1,200.00
 <u>Finance</u>				
FELIX	RETIREE HEALTH BENEFITS - NOVEMBER 2023	366062	11/13/23	400.00
BECK	RETIREE HEALTH BENEFITS - July 2023	366069	11/16/23	140.00
BRINK'S INCORPORATED	TRANSPORTATION EXCESS TIME 05/01/23 TO 0	366070	11/16/23	16.25
HDL COREN & CONE	CONTRACT SVCS PROPERTY TAX OCT - DEC 2	366080	11/16/23	3,375.00
HEALTH NET	GRP #N8239A - DECEMBER 2023 HEALTH NET	366081	11/16/23	2,894.14
HEALTH NET	GRP #N8240A - DECEMBER 2023 HEALTH NET	366082	11/16/23	2,019.15
HEALTH NET	GRP #N8239C - DECEMBER 2023 HEALTH NET	366083	11/16/23	1,734.92
HEALTH NET	GRP# R1192R - DECEMBER 2023 HEALTH NET	366084	11/16/23	923.49
HEALTH NET INC	GRP #R1192A - DECEMBER 2023 HEALTH NET	366085	11/16/23	66,189.90
HEALTH NET INC	GRP #GX011A - DECEMBER 2023 HEALTH NET	366086	11/16/23	29,953.56
HEALTH NET INC	GRP #LB439A - DECEMBER 2023 HEALTH NET	366087	11/16/23	20,474.36
HEALTH NET INC	GRP #LB439F - DECEMBER 2023 HEALTH NET	366088	11/16/23	774.98
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES FINANCE	366107	11/16/23	91.30
THE LINCOLN NATIONAL LIFE INS	GRP #415491 DECEMBER 2023 LIFE & AD&D ST	366108	11/16/23	8,409.15
Total for Department				137,396.20
 <u>Community Services/Nutrition/Library</u>				
AMAZON	AGE FRIENDLY DANCE SUPPLIES 10.20.23	366066	11/16/23	484.23
DELGADO	RFW EMPLOYEE REIMBURSEMENT ELYANA D	366075	11/16/23	59.95
GUERRERO	CONTRACT INSTRUCTOR PAYMENT FOR FEDE	366079	11/16/23	6,073.20
JURADO	RFW EMPLOYEE REIMBURSEMENTZAIDE JURA	366091	11/16/23	48.55
SMART & FINAL	MOP 45756 SMART & FINAL SENIOR PROGRAM	366106	11/16/23	29.98
WHENTOWORK INC	PART-TIME ONLINE SCHEDULING PROGRAM A	366115	11/16/23	360.00
CASTILLO	RFW DJ/MC FOR AGE FRIENDLY DANCE EVENT	366119	11/16/23	2,450.00
JERRYS PHOTO BOOTH	RFW PHOTO BOOTH RENTAL FOR AGE FRIEND	366120	11/16/23	549.00
PANERA BREAD	RFW FOOD FOR AGE FRIENDLY DANCE EVENT	366122	11/16/23	1,255.90
ALDEMCO	FOOD	366117	11/16/23	13,820.54
CALIFA GROUP	RFW/CALIFA MEMBERSHIP/FY24	366071	11/16/23	400.00
MIDWEST TAPE, LLC	MIDWEST TAPE/DVDS AND BLU-RAYS/FY24	366095	11/16/23	273.30



**WARRANT REGISTER # 20
11/16/2023**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
OLD TOWN TROLLEY TOURS BAKER & TAYLOR	PARKS PASS/OLD TOWN TROLLEY TOURS/FY24 BAKER AND TAYLOR/BOOKS/FY24	366099 366118	11/16/23 11/16/23	3,150.00 2,721.14
		Total for Department		31,675.79
 Housing				
NATIONAL CREDIT REPORTING THE NELROD COMPANY	OCTOBER FEE FOR CRIMINAL REPORT FOR SEC PROCESSING VAWA RELATED INCIDENTS 08/23	366097 366109	11/16/23 11/16/23	188.30 288.00
		Total for Department		476.30
		A/P Total		787,695.84
 PAYROLL				
	Pay period	Start Date	End Date	Check Date
	24	10/31/2023	11/13/2023	11/22/2023
				1,581,872.98
 WIRED PAYMENTS				
Human Resources				
PAYCHEX BENEFIT TECH INC U S BANK	BENETRAC ESR SERVICES BASE FEE - NOVEMB CREDIT CARD EXPENSES/HR	935312 968181	11/10/23 11/14/23	722.35 723.76
Fire				
U S BANK	CREDIT CARD EXPENSES/FIRE	500379	11/15/23	2,313.11
MIS				
U S BANK	CREDIT CARD EXPENSES/FIRE	500379	11/15/23	1,603.68
		GRAND TOTAL		<u>2,374,931.72</u>



AGENDA REPORT

Department: Planning
Prepared by: Martin Reeder, AICP – Planning Manager
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Introduction and First Reading of an Ordinance Amending Section 18.060.10 of Title 18 (Zoning) of the National City Municipal Code Related to the Measurement of Height for New Structures.

RECOMMENDATION:

Introduce the Ordinance by First Reading, entitled, “Ordinance of the City Council of the City of National City, California, Amending Section 18.10.060 of Title 18 (Zoning) of the National City Municipal Code Related to the Measurement of Height for New Structures.”

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

The Planning Commission recommended adoption of the Ordinance.

Background

Section 18.10.060 of the Land Use Code (Zoning Ordinance) regulates “Rules of Measurement.” This includes how to calculate fractions (e.g. for parking spaces), distance, height, lot width and depth, and floor area (among others). Subsection (E) deals specifically with measuring height.

Generally, height is defined as “the vertical distance from the highest point of any structure to the ground level directly below.” For sloped lots, this measurement is taken from any point along the perimeter walls. On lots with significant slopes, this definition results in the need to “step” buildings. This form of construction is significantly more expensive to produce and prevents medium-sized lots with an irregular shape or significant topography from developing to a reasonable potential, thus stymying mixed-use or residential development in certain cases. While the Zone Variance process would traditionally cover this scenario (hardship based on the size, shape, or topography of the lot), using the average grade definition would allow more projects without the need for this extra discretionary step, thus allowing for more affordable housing units to be constructed.

Proposal

Rather than a strict measurement from the highest portion of a building at any point along its perimeter, staff is suggesting using an “average grade” measurement, which allows the measurement to be taken from the average grade, rather than the point opposite the tallest point of the building, as is the case currently.

In the case of a regularly shaped lot with little topography, there will likely be no change to the current standards. However, with the incentives now granted by the state, including limitations on minimum parking requirements, lots previously not economically feasible to develop can now be developed, such as those of irregular shape and/or those with significant slopes.

The pertinent portions of Section 18.10.060 (E) currently read as follows:

E. Measuring Height.

1. General. Height shall be considered the vertical distance from the highest point of any structure to the ground level directly below, except as otherwise provided in this section.
2. Measuring Building Height on Sloped Lots. Height shall be measured from any point on top of the building to a line directly below which connects to opposite perimeter walls, or other perimeter support systems, at the lower of natural or finished grade. All parts of a building, except for allowed projections specifically listed in this Land Use Code, shall comply with maximum height limits.

Staff is suggesting the following changes:

E. Measuring Height.

1. General. Height shall be considered the vertical distance from the highest point of any structure to the ground level directly below, except as otherwise provided in this section. **On sloped lots, the height shall be measured from the average grade to the tallest point of the structure.**
2. ~~Measuring Building Height on Sloped Lots. Height shall be measured from any point on top of the building to a line directly below which connects to opposite perimeter walls, or other perimeter support systems, at the lower of natural or finished grade. All parts of a building, except for allowed projections specifically listed in this Land Use Code, shall comply with maximum height limits.~~

Analysis

At the time this Land Use Code section was written, no mixed-use zoning was in place and larger developments were less of an occurrence. With the advent of the City's mixed-use zones and the increase in higher-density and affordable housing projects, this code section has proved more challenging in the current development climate and has, at times, been onerous and inflexible. In addition to development pressures resulting from increased flexibility at the state level, the forthcoming Focused General Plan Update and House National City program will likely exacerbate this condition in the coming years.

Planning Commission

The Planning Commission held a public hearing on the proposed Code Amendment and recommended approval of the Ordinance to the City Council.

Findings

There are two findings required for approval of a Code Amendment, one related to General Plan consistency and one related to compliance with the California Environmental Quality Act (CEQA).

General Plan Conformance

The proposal to amend Section 18.10.060 (E) is consistent with the General Plan in that it increases the likelihood of development of in-fill lots with topographical challenges, which will increase the City's housing stock and potentially reduce living/ownership costs for the residents of the units. Access to quality and/or affordable housing is a goal of the Housing Element, which is part of the General Plan.

California Environmental Quality Act (CEQA) Compliance

The ordinance being proposed is considered exempt from CEQA because it is not a project as defined in Section 15378. No increase in density or additional permissions will be granted and there would therefore be no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Summary and next steps

Staff is recommending an addition to the City's Municipal Code related to measuring height and recommends that the City Council approve the amendment. The Planning Commission voted unanimously to recommend approval of the amendment to the City Council. Notice of this public hearing was published in the Star News.

FINANCIAL STATEMENT:

Not Applicable

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Housing and Community Development

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

Agenda Report posted within 72 hours of meeting date and time in accordance with Brown Act.

ORDINANCE:

First Reading

EXHIBITS:

Exhibit A – Strikethrough/underline version

Exhibit B – Ordinance

18.10.060 – Rules of Measurement.

- A. Purpose. The purpose of this section is to explain how various measurements referenced in this title are to be calculated.
- B. Applicant Responsibility. For all calculations, the applicant shall be responsible for supplying drawings illustrating the measurements that apply to a project. These drawings shall be drawn to scale and of sufficient detail to allow easy verification upon inspection by the city.
- C. Fractions. When calculating a maximum requirement, round down to nearest whole number. When calculating a minimum requirement, round up to nearest whole number.
- D. Measuring Distances.
 - 1. Measurements are the Shortest Distance. When measuring a required distance, such as the minimum distance between a structure and a lot line, the measurement is made at the closest or shortest distance between the two objects.
 - 2. Distances are Measured Horizontally. Distances are measured along a horizontal plane unless otherwise specified.
 - 3. Measurements Involving a Structure. Measurements involving a structure are made to the closest wall of the structure, unless otherwise specified.
 - 4. Measurements Between Uses. When measuring the distance between two different uses, the measurement is calculated from closest lot line to lot line.
- E. Measuring Height.
 - 1. General. Height shall be considered the vertical distance from the highest point of any structure to the ground level directly below, except as otherwise provided in this section. On sloped lots, the height shall be measured from the average grade to the tallest point of the structure.
 - ~~2. Measuring Building Height on Sloped Lots. Height shall be measured from any point on top of the building to a line directly below which connects to opposite perimeter walls, or other perimeter support systems, at the lower of natural or finished grade. All parts of a building, except for allowed projections specifically listed in this Land Use Code, shall comply with maximum height limits.~~
 - ~~3.2.~~ 2. Measuring the Height of Buildings Located Near Retaining Walls. If any portion of a building lies within the setback area of a lot and the base of

the retaining wall is at a lower elevation than the building, the height of the building shall be calculated from the base of the retaining wall (at the lower of natural or finished grade) rather than from the base of the building wall.

4.3. Measuring the Height of Combined Fences and Retaining Walls. When a fence is constructed on top of or within one foot of the face of an above-ground retaining wall, and located in a required yard, the height of the fence shall be measured from the top of the fence to the midpoint height of the retaining wall.

F. Measuring Lot Width and Depth.

1. Lot Width. Minimum lot width shall be measured at the front setback line, or from the front property line if there is no required setback, as determined by the zoning of the parcel.
2. Lot Depth. Lot depth is measured along an imaginary straight line drawn from the midpoint of the front property line of the lot to the midpoint of the rear property line or to the most distant point on any other lot line where there is no rear lot line.

G. Determining Floor Area. Floor area is the horizontal area (expressed in square feet) of all floors included within a building or buildings, according to the following rules:

1. Included in Floor Area. Floor area is deemed to include:
 - a. The floor of atrium and lobby areas.
 - b. Enclosed and roofed storage and equipment spaces.
 - c. Enclosed and roofed halls, stairways, and elevator shafts.
 - d. Enclosed and roofed porches and balconies.
 - e. Portions of basements and attics that meet building code height requirements for living space.
 - f. The actual floor space of mezzanines, interior balconies, and lofts.
2. Excluded from Floor Area. Floor area does not include:
 - a. Unenclosed balconies, decks, porches, and stairs.
 - b. Substandard height portions of attics and basements.

- c. The area within a building adjacent to, and in an imaginary horizontal plane with, interior balconies, mezzanines, or lofts.
- H. Determining Floor Area Ratio. Floor area ratio (FAR) is the ratio of the floor area of all principal and accessory buildings on a lot to the lot area. To calculate FAR, floor area is divided by lot area, and typically expressed as a decimal. For example, if the floor area of all buildings on a lot totals twenty thousand square feet, and the lot area is ten thousand square feet, the FAR is expressed as 2.0.
- I. Determining Lot Coverage. Lot coverage is the ratio of the footprint of all structures on a lot to the lot area, typically expressed as a percentage. The footprints of all principal and accessory structures, including garages, carports and roofed porches, shall be summed in order to calculate lot coverage. The following structures shall be excluded from the calculations:
 - 1. Unenclosed and unroofed structures; porches, landings, balconies, and stairways less than three feet in height.
 - 2. Unenclosed and unroofed decks less than eighteen inches in height.
 - 3. Eaves and roof overhangs projecting up to four feet from a wall.
 - 4. Trellises and similar structures that do not have solid roofs.
 - 5. Swimming pools and hot tubs that are not enclosed in roofed structures.
 - 6. Trash enclosures.
 - 7. Solar collectors.

ORDINANCE NO. 2024 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AMENDING SECTION 18.10.060 OF TITLE 18 (ZONING) OF THE NATIONAL CITY MUNICIPAL CODE RELATED TO THE MEASUREMENT OF HEIGHT FOR NEW STRUCTURES.

WHEREAS, the City of National City (the “City”), pursuant to the police powers delegated to it by the California Constitution, has the authority to enact or amend laws which promote the public health, safety, and general welfare of its residents; and

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, on December 4, 2023, a noticed public hearing was held by the Planning Commission, and all persons interested were given the opportunity to appear and be heard before the National City Planning Commission; and

WHEREAS, the Planning Commission regularly and duly certified its report to the City Council of National City and has recommended approval of amending NCMC Title 18; and

WHEREAS, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on January 16, 2024, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council; and

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

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. Section 18.10.060 (E) (Measuring Height) is hereby amended to read as follows:

E. Measuring Height.

1. General. Height shall be considered the vertical distance from the highest point of any structure to the ground level directly below, except as otherwise provided in this section. On sloped lots, the height shall be measured from the average grade to the tallest point of the structure.
2. Measuring the Height of Buildings Located Near Retaining Walls. If any portion of a building lies within the setback area of a lot and the base of the retaining wall is at a lower elevation than the building, the height of the building shall be

calculated from the base of the retaining wall (at the lower of natural or finished grade) rather than from the base of the building wall.

3. Measuring the Height of Combined Fences and Retaining Walls. When a fence is constructed on top of or within one foot of the face of an above-ground retaining wall, and located in a required yard, the height of the fence shall be measured from the top of the fence to the midpoint height of the retaining wall.

Section 3. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the Star News, a newspaper of general circulation published in the County of San Diego, California

Section 4. The City Clerk shall certify to the adoption of this Ordinance and shall publish in accordance with the law.

INTRODUCED at the Regular Meeting of the City Council of the City of National City, held on this January 16, 2024.

PASSED and ADOPTED this day of _____, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz
City Attorney



AGENDA REPORT

Department: Engineering and Public Works
Prepared by: Stephen Manganiello, Director of Public Works / City Engineer
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

National City and Naval Base San Diego Resiliency Study

RECOMMENDATION:

Accept and file the study.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On June 20, 2022, the Engineering and Public Works Department, in partnership with Naval Base San Diego (NBSD), submitted a grant application to the U.S. Department of Defense Office of Local Defense Community Cooperation to complete a resiliency study focused on reducing congestion, improving traffic safety, and enhancing multimodal transportation to foster, protect, and enhance sustainability of NBSD military installations and the surrounding communities. A primary goal is to foster consensus between the City of National City, NBSD, and other public agencies on project priorities that address accessibility, congestion, parking, and multimodal mobility connections between Downtown and Westside National City, regional transit stations, and major points of access to the base.

On September 13, 2022, staff was notified by the U.S. Department of Defense Office of Local Defense Community Cooperation (OLDCC) that the City of National City had been awarded an Installation Resilience Program grant in the amount of \$500,000, which required a local match of \$56,000, resulting in a total project cost of \$556,000. On November 15, 2022, the City Council adopted Resolution No. 2022-176 accepting the grant and authorizing funding appropriations. The study area is presented in the figure on the next page.

The Engineering and Public Works Department authorized KTUA and Kimley-Horn Associates (through "On-Call" Professional Engineering Services contracts) to support staff with preparation of the resiliency study. The team reviewed a list of 139 projects proposed by previous studies and plans. The list was narrowed down based on specific criteria related to safety, mobility, congestion management, multimodal options, and connectivity. Guidance and feedback were provided by the Policy Committee (Mayor, District 1 Councilmember, City Engineer and NBSD CPLO), SANDAG Military Working Group, Port of San Diego, City of San Diego, and the public (through various community outreach events) to develop the "Top 8" priority projects as summarized in the subsequent table. Each project is preliminary in nature and will require further data collection, technical analysis, feasibility assessments and engineering prior to consideration for funding and implementation. Therefore, elements of design, such as roadway configurations, placement of pedestrian and bicycle facilities, and traffic calming measures may change.

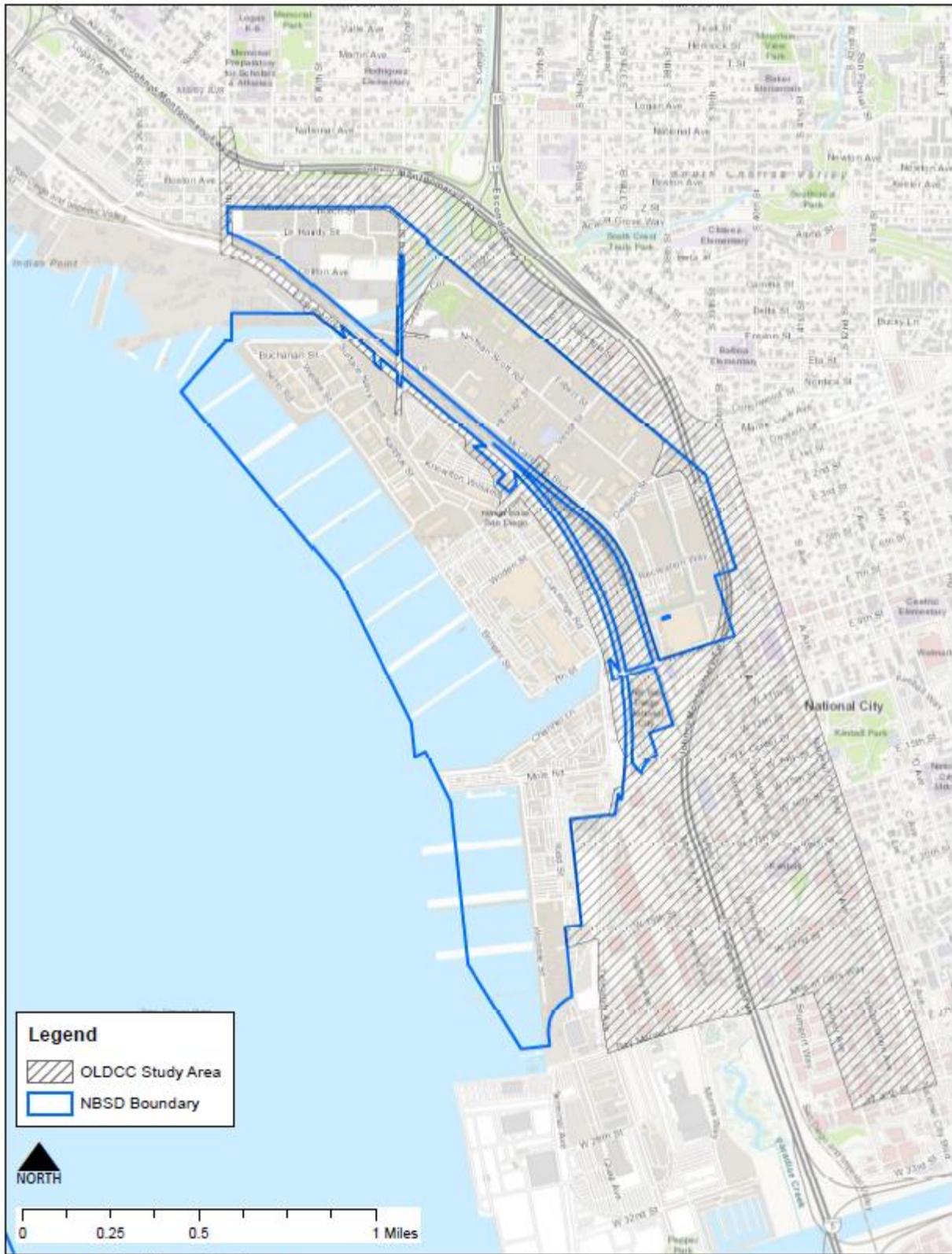


FIGURE 1-1: Resiliency Study area

Table ES.1. Project List

Level*	City	Roadway	Extents	Recommendation
1	NC	Bay Marina Drive/ Mile of Cars Way	Cleveland Avenue to National City Boulevard	Safety and multimodal connectivity improvements
1	SD/NC	Main Street	Vesta Street to Division Street	Intersection and roadway capacity improvements
2	NC	National City Boulevard	18th Street to 26th Street	Pedestrian and driver safety improvements
2	NC	8th Street Pedestrian Bridge (Dry Side)	Paleta Creek to 8th Street Transit Center	Improve safety through pedestrian and bicycle bridge connections to Dry Side of NBSD
3	NC	8th Street (Pre-Signal)	8th Street Transit Center to Roosevelt Avenue	Transit Pre-Signals at areas with right- of-way constraints
3	NC	8th Street Pedestrian Bridge (Wet Side)	Harbor Drive to 8th Street Transit Center	Improve safety through pedestrian and bicycle bridge connections to Wet Side of NBSD
3	NC	19th Street	Tidelands Avenue to Cleveland Avenue	Safety and multimodal connectivity improvements
3	NC	Civic Center Drive	Tidelands Avenue to Cleveland Avenue	Closes connectivity gap within bicycle network and provides connectivity with Bayshore Bikeway

NC = National City | SD = San Diego

FINANCIAL STATEMENT:

Study was funded through a \$500,000 OLDCC Installation Resilience Program Grant and \$56,000 General Fund Local Match.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Resiliency Study

National City and Naval Base San Diego Resiliency Study

A Resiliency Planning Grant from the Office
of Local Defense Community Cooperation's
(OLDCC) Installation Resilience Program.



Acknowledgements



City of National City

Mayor Ron Morrison
National City Councilmember Luz Molina, District 1
Ben Martinez, City Manager
Steve Manganiello, Director of Public Works/City Engineer
Martha Juarez, Assistant Director of Engineering and Public Works
Roberto Yano, Former Director of Public Works/City Eningeer



Naval Base San Diego

Ya-Chi Huang, NBSD CPL0



Office of Local Defense Community Cooperation

Mary Beth Greiner, Project Manager OLDCC



KTUA

Mark Carpenter, Principal
Tom Bertulis, Senior Associate and Project Manager
Morgen Ruby, Senior Planner and Assistant Project Manager
Darren Jacobsen, Associate



Kimley-Horn Associates

Whitney DiGiantomaso (Sokolowski), P.E.
Amy Restelli (Jackson), PE (MD), PTOE

and a special thank you to our...

Policy Committttee

Mayor Ron Morrison
Steve Manganello, Director of Public Works/City Engineer
National City Councilmember Luz Molina, District 1
Ya-Chi Huang, NBSD CPL0
Alternate: Martha Juarez, Assistant Director of Engineering and Public Works

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An aerial photograph of a harbor area. In the foreground, there are several large, multi-story buildings with flat roofs, surrounded by parking lots filled with cars. A long pier extends into the water, with a large ship docked at it. The water is a deep blue color. The sky is clear and blue. A yellow rectangular box with a white border is overlaid on the center of the image, containing the text "EXECUTIVE SUMMARY" in white, bold, sans-serif capital letters.

EXECUTIVE SUMMARY

ES.1.1 PURPOSE

The purpose of the National City-Naval Base San Diego Resiliency Study is to review and coordinate existing projects to help reduce congestion, improve traffic safety, and enhance multimodal transportation to foster, protect, and enhance sustainability of military installations and adjacent communities. A primary goal is to foster consensus between the City of National City, Naval Base San Diego (NBSD), and other public transportation agencies on project priorities that address accessibility, congestion, parking, and multimodal mobility connections between Downtown and Westside National City, regional transit stations, and major points of access to the base.

ES.1.2 POLICY COMMITTEE AND COMMUNITY ENGAGEMENT

A Policy Committee consisting of National City and NBSD representatives was created to help identify projects and prioritize final recommendations to the (National City) City Council for approval. Members of the San Diego Association of Governments (SANDAG) Military Working Group (MWG) were also consulted on projects.

In addition to numerous progress meetings with NBSD and National City planning staff, a set of public agency and general public outreach meetings were held to encourage collaboration and project development. Meeting notes and summaries are provided later in this Study.

Public Information Meetings were held at the Public Library in May, and as part of the Community Breakfasts in June and September of 2023. Informational presentations were provided at the SANDAG MWG meetings held in May and September of 2023. Official Policy Committee Meetings (NBSD and National City representatives) were held in May, June, August and December of 2023 via Zoom. Meetings with City of San Diego representatives were held to help refine project definitions and determine project priorities in June, July and September of 2023. Coordination with Caltrans occurred to ensure the current goals and status of the Harbor Drive 2.0 project was incorporated in the process.

ES.1.3 PROJECT SELECTION METHODOLOGY

The Team began with a list of 139 projects proposed by previous studies and plans that address the primary concerns of safety, congestion, connections to highway and transit networks, and multimodal transportation opportunities. The Team focused on congestion, safety, and proximity to NBSD to develop priority projects. A final list of top 8 prioritized projects is shown in Table ES.1 to help create an efficient, safe and sustainable transportation network for all modes of transportation to NBSD and through related parts of National City and San Diego.

ES.1.4 TRAFFIC ANALYSIS OF TWO KEY PROJECTS

Traffic counts were collected in April 2023 for selected Study Area intersections along Main Street and 19th Street, as these two locations have projects that proposed modifications to lane geometry and traffic signal operations. These corridors were analyzed to evaluate the effects of the proposed projects utilizing Synchro traffic analysis software.

The following conclusions can be drawn from the traffic analysis:

- Current (2023) Conditions show delays over 5 minutes at the intersection of Main Street and Division Street in both the AM and PM peak hours. Signalizing the intersection as part of the 8th and Roosevelt project is expected to significantly improve operations at this intersection.
- Current (2023) and Future (2030) Baseline Conditions show unacceptable operations at the intersection of Division Street and Osborne Street in both the AM and PM peak hours. Operations are expected to deteriorate at this location with construction of the Vesta Street Bridge project. Signalizing the intersection is recommended to improve the delay to an acceptable level.
- With the assumed construction of the Vesta Street Bridge in Future (2030) conditions, the travel time for Main Street going eastbound could take an excessively long period of time. Implementing the recommended improvements along Main Street would decrease the travel time to approximately 7 minutes, which is still a long delay, but significantly less than without recommended improvements.
- Similarly, with the construction of the Vesta Street Bridge conditions at the intersections of Main Street with Vesta Street, Yama Street, and Division Street will operate unacceptably in the AM and PM peak hours. Recommended lane geometry and signal timing modifications will improve the intersection delays to operate at acceptable levels.
- Repurposing one eastbound through lane to install Class IV bikeway(s) on 19th Street does not significantly increase arterial travel time or delay. All intersections on 19th Street between Tideland Avenue and Wilson Avenue operate acceptably in the Future (2030) Plus Vesta Bridge Plus Improvements Conditions, with the longest travel time is 1.4 minutes in the PM peak hour.

ES.1.5 FINAL EIGHT (8) PROJECTS

Team refined the list of projects from 139 to 26 priority projects based on specific criteria related to safety, mobility, congestion management, multimodal options, and connectivity. This priority list was further refined through a gradual process of meeting with the Policy Committee, and personnel from the City of National City staff, the City of San Diego, and NBSD to identify projects most supported for future implementation.

Half of the 26 priority projects were incorporated into the eight project recommendations. These projects are broken down into three different tiers based on the level of support and ability to move the project forward, as shown in Table ES.1.

Level 1 projects are identified as high priority by project stakeholders and include more refined conceptual design plans.

Level 2 projects are identified as medium priority by project

stakeholders and include an less refined conceptual design plans. Level 3 projects are identified as low priority by project stakeholders and include the least amount of information.

A cut-sheet for each project summarizes the purpose of the project, location, and project features for ease of future grant funding applications. Preliminary concepts for these projects are provided in Appendix E.

Table ES.1. Project List

Level*	City	Roadway	Extents	Recommendation
1	NC	Bay Marina Drive/ Mile of Cars Way	Cleveland Avenue to National City Boulevard	Safety and multimodal connectivity improvements
1	SD/NC	Main Street	Vesta Street to Division Street	Intersection and roadway capacity improvements
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3	NC	8th Street Pedestrian Bridge (Wet Side)	Harbor Drive to 8th Street Transit Center	Improve safety through pedestrian and bicycle bridge connections to Wet Side of NBSD
3	NC	19th Street	Tidelands Avenue to Cleveland Avenue	Safety and multimodal connectivity improvements
3	NC	Civic Center Drive	Tidelands Avenue to Cleveland Avenue	Closes connectivity gap within bicycle network and provides connectivity with Bayshore Bikeway

NC = National City | SD = San Diego



An aerial photograph of a harbor area. In the foreground, there are several large, multi-story buildings with flat roofs, surrounded by parking lots filled with cars. A long pier extends into the water, with a large ship docked at it. The water is a deep blue color. In the background, more ships are visible in the harbor, and the sky is clear.

1

Introduction

1.1 INTRODUCTION

This “National City and NBSD Resiliency Study” (Study) is the result of a Resiliency Planning Grant from the Office of Local Defense Community Cooperation’s (OLDCC’s) Installation Resilience Program that was awarded in 2022. The grant was received by the City of National City in partnership with Naval Base San Diego (NBSD).

In general, “Installation Resilience activities” are designed to support the organizing, planning, and implementation actions necessary to foster, protect, and enhance the sustainability of military installations. These program activities establish or reinforce an ongoing collaboration between civilian (public and private) and military entities that thrives beyond the term of any project. In the case of this Study, it is intended to encourage coordination and collaboration between the City of National City, NBSD, and other public agencies (SANDAG, Metropolitan Transit System [MTS], Burlington Northern Santa Fe Railway [BNSF], Port of San Diego [Port] , and City of San Diego [SD]) in the identification of issues and prioritization of potential solutions related to transportation, traffic, and parking. This Study is coordinating and collaborating as needed with other public agencies to build consensus on project priorities that address accessibility, congestion, parking, and multimodal mobility needs around NBSD.

A key part of this process was to establish a Policy Committee that helped make final recommendations to the (National City) City Council for approval, as well as utilize members from SANDAG’s Military Working Group (MWG) as an advisory group. The National City Policy Committee was made up of the Mayor of National City, the head of City Public Works, and a representative from NBSD. More details on input from stakeholders, various agencies, and the general public is described in Chapter 6, Stakeholder Engagement.

1.1.1 PURPOSE AND STUDY AREA

One major challenge for public agencies is getting funding for large-scale bike, pedestrian, and vehicle infrastructure projects affecting multiple agencies that could help alleviate congestion and improve freight movement. This Study explores projects to help reduce congestion, improve traffic safety, and enhance multimodal transportation. This Study is intended to help highlight the need for and prioritization of transportation projects that will benefit both National City and NBSD. A general map of the Study Area is shown in Figure 1-1.

1.1.2 PROJECT IDENTIFICATION

The process of identifying and developing key projects involved the consultant team (Team) and all advisory bodies assisting in narrowing down the list of projects identified and proposed by previous studies and plans that address the pri-

mary concerns of safety, congestion, connections to highway and transit networks, and multimodal transportation opportunities. As a starting point, the Team performed a literature review and identified 139 projects, listed in Appendix A, that had been proposed in earlier studies and plans from local and regional agencies, such as the SANDAG Regional Military Multimodal Access Strategy, Harbor Drive Multimodal Corridor Study by the Port of San Diego, and the National City Integrated Neighborhoods Study (INTRACONnect). The literature review and a project selection methodology is described in subsequent pages of this Study.

1.2 LITERATURE REVIEW

The following section provides an overview of other recently completed and ongoing projects, plans and studies that overlap within the Study Area. It’s important to recognize that these projects play a significant role in continued coordination between agencies to align efforts and strengthen project outcomes. In many cases, the project descriptions below have been paraphrased from studies or website descriptions of these projects. This Study reviewed past and ongoing plans to build momentum upon existing efforts, in addition to assessing new potential projects that address local agencies’ concerns of congestion, safety, and multimodal access.

Past and ongoing projects and plans reviewed include:

- National City Marina District Balanced Land Use Plan, 2016
- NBSD Entry Control Facilities Evaluation, 2016
- NBSD Installation Development Plan, 2017
- NBSD Parking and Traffic Congestion Relief Plan, 2018
- SANDAG Regional Military Multimodal Access Strategy, 2019
- 8th Street and Roosevelt Ave Caltrans ATP Grant, 2020
- Homefront to Waterfront Study, 2020
- National City Integrated Neighborhoods Study (INTRACONnect), 2020
- Port of San Diego: Harbor Drive Multimodal Corridor Study, 2020
- Roosevelt Ave Smart Growth, 2020
- NBSD Comprehensive Traffic Study, 2021
- Trade Corridors Improvement Fund, Ongoing
- Port District of San Diego Project List, Ongoing
- National City Project Summary Map, Ongoing

1.2.1 NATIONAL CITY MARINA DISTRICT BALANCED LAND USE PLAN, 2016

The National City Marina District Balanced Land Use Plan was a joint effort between the Port of San Diego, National City, and community stakeholders to determine the right balance of maritime, commercial, recreation and public access land uses. The plan included many land use, railway infrastructure and transportation projects, but the realignment of Marina Way and Tidelands Avenue and adjustments to the Bayshore Bikeway play a key role in addressing mobility connections in this Study. Understanding how the street network and land uses will evolve over time is critical to proposing projects that effectively close mobility gaps and connect people west of Interstate 5 to the waterfront.

1.2.2 NBSD ENTRY CONTROL FACILITIES EVALUATION, 2016

The 2016 NBSD Entry Control Facilities Evaluation report makes project recommendations at the entry gates off of Harbor Drive and onto the installation. This has been superseded by the 2021 Comprehensive Plan.

1.2.3 NBSD INSTALLATION DEVELOPMENT PLAN, 2017

The 2017 NBSD Installation Development Plan (IDP) makes recommendations within the installation. All but two of the recommended projects stay within the fence line of the installation and do not affect roads in National City or City of San Diego. The two projects in the IDP that will primarily affect Harbor Drive are the bridges that will be built over Harbor Drive to reduce congestion. One bridge would be built at Vesta Street to connect the “Dry Side” to the “Wet Side” of the installation over Harbor Drive. The second bridge would connect Harbor Drive to the I-15 but a final site plan was not provided to determine changes.

1.2.4 NBSD PARKING AND TRAFFIC CONGESTION RELIEF PLAN, 2018

The 2018 NBSD Parking and Traffic Congestion Relief Plan focuses on understanding the existing and projected parking and traffic congestion issues in order to provide strategies that help alleviate these issues. Recommendations in this plan include both program and infrastructure projects that directly address vehicular, transit and active transportation opportunities. Several notable projects that complement this Study include internal shuttle stops and routes that connect to all piers and high population Wet Side facilities, the pedestrian turnstyle and bridge from the 8th Street Transit Center to Dry Side.

1.2.5 SANDAG REGIONAL MILITARY MULTIMODAL ACCESS STRATEGY, 2019

The Regional Military Multimodal Access Strategy (RMMAS) is a collaboration between SANDAG, representatives of the military installations within San Diego County, Caltrans, the County of San Diego, North County Transit District (NCTD) and MTS.

The RMMAS was released in 2019 with a prioritized list of projects to help meet various goals and objectives. The prioritized recommendations for NBSD included some projects that are currently underway, either in preliminary planning or engineering phases.

The prioritization methodology in the RMMAS began with projects that benefited multiple stakeholders, improved multimodal travel, and the project is adequately defined to proceed to detailed evaluation. Then the projects that best addressed congestion relief, safety, and transportation options were prioritized using a simplified points system. Out of the twenty-six top projects for the San Diego region, three projects most directly affect National City and NBSD as noted below:

8th Street Multi-use Path

This active transportation project will help close mobility gaps between NBSD gates along 8th Street, the 8th Street Trolley Station and Downtown National City. The proposed path will support pedestrians, bicyclists and an NEV shuttle system. This project has been designed and is waiting for construction.

Vesta Street Bridge

This project includes the design and installation of a bridge that would span over Harbor Drive. The bridge is aimed at improving traffic flow and congestion issues throughout NBSD, Main Street, and Harbor Drive. This is a current project that Caltrans is leading.

Harbor Drive Multimodal Corridor Projects

Project elements are derived from the Port’s Harbor Drive Multimodal Corridor Study, including pedestrian crossings, truck traffic flow improvements, streetscape enhancements, parking adjustments and various other safety improvements. Caltrans is leading this project, known as the Harbor Drive 2.0 project.

1.2.6 8TH STREET AND ROOSEVELT AVE CALTRANS ATP GRANT, 2020

The 8th Street and Roosevelt Avenue multi-use path project is an important project that provides multimodal transportation benefits within the Study area. This project includes a physically separated multi-use path with NEV access, lighting, planting and other active transportation safety enhancements.

This project has required extensive coordination between NBSD, National City, and MTS to ensure that certain NBSD operations have not been negatively impacted by the improvements. Additionally, the NEV shuttle component of this project would support local and regional clean energy/low emissions goals. As of the completion of this Study, the 8th Street and Roosevelt Avenue Caltrans project is designed and awaiting funding for construction.

1.2.7 HOMEFRONT TO WATERFRONT STUDY, 2020

The goal of the Homefront to Waterfront Study was to develop a vision to improve connections between the “Homefront” area around downtown National City (just east of I-5) and the “Waterfront” area around NBSD and the harbor (west of I-5).

With likely increases in employment and housing needs, more sustainable modes of transportation will be needed to lessen the burden of congestion on transportation networks. The increase in use of sustainable modes will help meet goals related to Greenhouse Gas Emissions (GHG) and Climate Change. The study helps solve several complex and interrelated issues, including air quality, livability, walkability, bikeability, safety, public health, traffic congestion, climate change, and the integration of new technologies in transportation. The most relevant projects are:

- 19th Street NBSD to 24th Street Trolley Connection: The proposed project for 19th Street would provide a critical connection from Gate #13 at NBSD to the Bayshore Bikeway and the rest of National City’s bike network. Project recommendations include reallocating road space based on low traffic volumes between Tidelands Avenue and McKinley Avenue to install a cycle track.
- Bay Marina Drive Upgrades & Optional Ped. Bridge at 24th Street: The project would include Pedestrian Hybrid Beacons (PHBs), Rapid Rectangular Flashing Beacons (RRFBs), and traffic calming, such as curb extensions, to reduce the speed of motor vehicles and the crossing distance, and signal coordination to reduce progression speed.
- Hoover Avenue Road Diet and Pedestrian Improvements: This project would include a road diet and a bike lane along Hoover Avenue between Mile of Cars Way to 30th Street on both sides of the street. It would also include installing traffic calming such as chicanes and curb extensions as well as adding high visibility crosswalks.
- National City Boulevard Pedestrian Improvements: Recommendations for this project include signal timing changes to slow progression speed along the corridor, as well as pedestrian friendly signal timing improvements at signalized intersections, including Leading Pedestrian Intervals and countdown pedestrian signals.
- E 30th Street Road Diet and Pedestrian Improvements: This project would include a road diet (reducing the roadway from four lanes to two lanes) and a bike lane along 30th Street from Hoover Avenue to National City Boulevard on both sides of the street. It would also include

installing traffic calming, especially fire-truck friendly “Speed Cushions,” as well as adding high visibility crosswalks with retro-reflectivity.

- NBSD 32nd Street Commuter Project: This project would include formal drop-off and pick-up locations for all directions of travel.
- 8th Street Trolley Station Mobility Hub and Parking Structure: This project would include an initial phase that upgrades the 8th Street Trolley station into a more robust mobility hub and transportation center. The first phase would include some amenities that support multimodal transportation choices. The second phase would be much more robust with major changes proposed for portions of the site, such as a six-story parking garage and a pedestrian bridge across the rail line and Harbor Drive to 8th Street gate.

1.2.8 NATIONAL CITY INTEGRATED NEIGHBORHOODS STUDY (INTRACONNECT), 2020

The 2020 National City Integrating Neighborhoods with Transportation Routes for All Connections (INTRACONnect) study is a guide for improving neighborhoods pedestrian, transit, bicycle and local transport with bike lanes, sidewalk and road projects. Of the total 38 recommended projects, only six are within the Study area, as listed below:

- Hoover Avenue Street: Lighting and crosswalks, if warranted
- 19th Street: Add stop sign, if warranted
- National City Boulevard: Redesign intersection crossing to accommodate pedestrians and add high visibility crosswalks and placemaking
- Wilson Avenue: Add crosswalk, if warranted
- Harding Avenue: Add traffic calming, stop sign, if warranted
- Civic Center Drive: Increase number of pedestrian crossings, add curb extensions and Lead Pedestrian Intervals (LPIs)

1.2.9 PORT OF SAN DIEGO: HARBOR DRIVE MULTIMODAL CORRIDOR STUDY, 2020

The Harbor Drive Multimodal Corridor Study is a planning study that examined traffic flow between the Tenth Avenue Marine Terminal in San Diego and the National City Marine Terminal. The study analyzed all modes of transportation with a special focus on improvements to truck traffic circulation and safety.

Prioritized projects that affect this Study were organized by corridors. Continued coordination between National City, NBSD, the City of San Diego, and the Port will help move potential projects forward in subsequent planning and engineering phases.

32nd Street

Multiple projects under the “Truck-related congestion, noise and pollution” category were highlighted in this Study, but Project 73 is directly related to optimizing operations for street crossings. It points to the removal of the pedestrian bridges at the intersection of 32nd Street and Harbor Drive due to the Bayshore bikeway improvements. This project is part of the Harbor Drive 2.0 project and therefore not considered as part of this Study.

8th Street/Civic Center Drive

Several active transportation projects are highlighted in this section of the Harbor Drive Study. Bikeway improvements along 8th Street, Cleveland Avenue, and Civic Center Drive are described as priorities. These bikeway improvements would help close active transportation gaps to and from Harbor Drive and other sections of this Study Area.

Bay Marina Drive

Four active transportation projects are highlighted throughout the Bay Marina corridor, primarily focused around improving connections to the Bayshore Bikeway, the waterfront (Pepper Park and National City Aquatic Center), and the 24th Street Trolley Station. Bay Marina Drive near I-5 has the highest number of crashes, especially those resulting in fatalities and those seriously injured, out of all the intersections within the Study area.

Naval Base Projects

Several of the projects included in this section are also found in SANDAG’s RMMAS plan. The Vesta Street Bridge project is particularly important to the Harbor Drive Study because the bridge would address many issues that currently affect circulation outside and inside of NBSD. The study also suggests the possibility of allowing MTS transit bus access onto NBSD.

1.2.10 ROOSEVELT AVE. SMART GROWTH, 2020

The Roosevelt Avenue Smart Growth Revitalization Plan outlines goals and strategies for investing in higher density mixed use development along the Roosevelt Avenue corridor. The specific development zones are described in more detail in the National City Downtown Specific Plan. The plan highlights streetscape, lighting, signage, urban greening, storm-water runoff and parking improvements that would support a healthy neighborhood. This project directly complements the 8th Street and Roosevelt Avenue multi-use path project previously discussed.

1.2.11 NBSD COMPREHENSIVE TRAFFIC STUDY, 2021

The 2021 NBSD Comprehensive Traffic Study makes project recommendations on NBSD property and entry gates that can affect Harbor Drive or Main Street.

- Vesta Street entry gate on “Dry Side” realigned with Una Street
- Vesta Street bridge over Harbor Drive-Vesta Street entry gate on “Wet Side” modified for truck inspections

1.2.12 NATIONAL CITY PROJECT SUMMARY MAP, ONGOING

The 2023 SANDAG, Caltrans, National City, Port, NBSD, City of San Diego project summary maps for the Vesta Street bridge and Harbor Drive improvement projects are planned to include the following by 2026:

- Truck Only Lanes on Harbor Drive
- Improved bicycle and pedestrian facilities along Harbor Drive
- Vesta Street Bridge over Harbor Drive to connect Wet and Dry Sides of NBSD

1.2.13 PORT DISTRICT OF SAN DIEGO PROJECT LIST, ONGOING

The Port’s Proposed Project List includes numerous road and sidewalk projects from Harbor Drive east towards I-5, including:

- Dedicated truck freight haul lanes: Harbor Drive, Bay Marina Drive, 8th Street, 32nd Street, and 28th Street
- Road improvements to increase traffic capacity along Main Street
- Bike lanes along Bay Marina Drive
- Bike lanes along Cleveland Avenue
- Add left turn lanes from I-5 southbound off-ramp on Civic Center Drive
- Bike lanes plus various road and intersection improvements on 8th Street
- Road and intersection improvements at 19th Street on Tidelands Avenue
- Create bike and pedestrian connections to Pepper Park

1.2.14 TRADE CORRIDORS IMPROVEMENT FUND, ONGOING

The SANDAG, Caltrans, Port, NBSD Trade Corridors Improvement Fund (TCIF) Port Access Improvements maps provide three alternative design solutions to traffic congestion at the NBSD 32nd Street entry gate and Harbor Drive.

- Southbound Harbor Drive to I-15 on-ramp new bridge overpass
- At-grade intersection, new bridge over 32nd Street for on/off-ramps from Harbor Drive to I-15 interchange
- Elevated new bridge over 32nd Street for on/off-ramps from Harbor Drive to I-15 interchange

1.3 SEA-LEVEL RISE

Sea-Level Rise (SLR) has been a growing concern over the last few decades, with scientific understanding and guidance documents continuing to evolve. The [latest guidance from the State of California](#) was published in 2018 jointly by the California Natural Resources Agency and the California Ocean Protection Council. The guidance provides four probabilistic models (Median (50%), Likely (66% chance), 1-in-20 Change (5%), and 1-in-200 Change (0.5%). These four models were applied to 12 Tide Gauges from Crescent City in the north to

San Diego in the south. Values for 2050, 2100, and 2150 are shown in Table 1-1.

To help visualize the potential affects of these values, the Team used the [National Oceanic and Atmospheric Administration Sea Level Rise Viewer](#). After reviewing the results of the tool, the primary area of concern for this Study is the area adjacent to Paleta Creek near Harbor Drive and 8th Street. Figures 1-2 to 1-5 show the extents of Mean Higher High Water (MHHW) today, with a one-foot increase (2050), with three feet of increase (2100), and with six feet of increase (2150) respectively. Increases up to about three feet can be contained within the existing creek channel and begins to flood the adjacent areas at four feet, with six feet flooding a significant area north and south of the creek channel.

Based on flat to gently sloping terrain in the area, SLR adaptation will need to be addressed more holistically and collaboratively between local, state, and federal agencies. The Harbor Drive 2.0 project should become the forum to discuss and determine appropriate elevations to reconstruct this major arterial. Other projects recommended in this Study will acknowledge the need for SLR adaptation, but will only recommend that SLR be incorporated into future planning and design phases of the project and utilize the best available knowledge and guidance at that time.

Table 1-1. Probabalistic Models for Sea Level Rise

	Median	Likely Range	1-in-20 Chance	1-in-200 Chance
	<i>Not Assigned a Risk</i>	<i>Low Risk Aversion</i>	<i>Not Assigned a Risk</i>	<i>Medium Risk Aversion</i>
High Emission 2050	0.9	1.2	1.4	2.0
Low Emission 2100	1.7	2.5	3.3	5.8
High Emission 2100	2.6	3.6	4.5	7.0
Low Emission 2150	2.5	3.9	5.7	11.1
High Emission 2150	4.3	6.1	7.9	13.3



FIGURE 1-2: Current Sea Level (2023)



FIGURE 1-3: Sea Level with a One-foot Increase



FIGURE 1-4: Sea Level with a Three-foot Increase



FIGURE 1-5: Sea Level with a Six-foot Increase

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An aerial photograph of a harbor area. In the foreground, there are several large, multi-story buildings with flat roofs, likely industrial or commercial. A large parking lot filled with cars is visible between the buildings and the water. In the middle ground, two large ships are docked at a pier. The water is a deep blue color. In the background, more buildings and a long pier extending into the water are visible. The sky is clear and blue.

2

Existing Conditions

2.1 EXISTING CONDITIONS

This chapter provides descriptions and analysis of NBSD and National City on topics of transportation mode utilization, pedestrian travelsheds to public transit and NBSD entry gates, and traffic collisions within the Study Area. The intent is to identify, prioritize and potentially improve some existing transportation related projects that lead to NBSD, and identify areas where new projects may need to be recommended.

Because this Study is funded by a grant that National City received from the OLDCC, the area considered is limited to proximity of NBSD property and facilities to enhance Department of Defense (DoD) readiness and resilience and provide safe places for service members and their families in alignment with the military mission. The goal is to provide value back to the DoD by ensuring manufacturing and supply chains are ready and agile, while encouraging local communities to focus on sustainable development that is compatible, supportive and adaptable to the DoD mission.

Naval Base San Diego

NBSD occupies the waterfront edge of the San Diego Bay directly west of National City and west of the City of San Diego at the north end. It is homeport to the Pacific Fleet Surface Navy with nearly 60 ships, more than 200 tenant commands, and ship maintenance personnel working there daily. As one of the largest employers in the region, NBSD brings over 30,000 vehicles to the installation daily which contributes to local traffic congestion which in turn impacts freight movement in and out of the port. One challenge with the urban fabric around the installation is the lack of walking and biking infrastructure that, if fully developed, could help reduce traffic congestion, improve freight movement, and reduce collision related injuries as a net benefit for both NBSD and National City.

National City

National City is a fully built-out urban environment with nearly 60,000 residents and is considered by the CalEnviroScreen web page as an economically disadvantaged community. The city is directly adjacent to the east edge of NBSD and provides local roads and other bike and pedestrian infrastructure to its citizens and personnel going to NBSD. Caltrans provides the freeway related infrastructure that feeds into NBSD in combination with local city roads.

2.2 TRANSPORTATION MODES AND LEVEL OF USE

Table 2-1 compares National City transportation modes amongst workers 16 and over using five-year estimates from the American Community Survey (ACS) to neighboring cities Chula Vista, San Diego, and La Mesa. This data is limited to

the people that live in the noted cities based on 2021 ACS 1-Year Estimates.

Table 2-1. Transportation Modes with Nearby City Comparison

Travel Mode	National City	Chula Vista	San Diego	La Mesa
Drove Alone	68.40%	69.20%	59.10%	75.90%
Car-pooled	16.60%	9.00%	6.90%	8.10%
Public Transit	4.70%	2.30%	2.20%	2.70%
Walked	3.80%	1.50%	3.60%	1.30%
Biked	0.80%	0.00%	0.60%	0.30%
Other	5.70%	18.00%	27.60%	11.70%

2.1.1 CARPOOLED

More than double the amount of ACS survey responders car-pool in National City when compared to neighboring cities. This is helpful for reducing congestion and greenhouse gas emissions.

2.1.2 PUBLIC TRANSPORTATION

There are also nearly twice as many workers from National City who commute using public transit than neighboring cities. San Diego County's Blue Line trolley line is the most heavily used route in the San Diego region. However, within the Study Area, 8th Street is the most traveled bus route with 1,000 to 5,000 transit trips per day, followed by the arterial transit networks with around 500 to 1,000 trips per day.

2.1.3 WALKING AND BICYCLING

More people from National City report walking and bicycling to work than neighboring cities as well. It should be noted that NBSD is one of the region's largest employers and fourth largest naval base in the US. Given this information, the area currently lacks the complimenting infrastructure to support walking and biking in an accessible and comfortable way.

2.1.4 OTHER

The 'other' category represents people who did not drive, bicycle, walk, or take transit to work. This could mean they used a motorcycle or skateboard, worked remotely, or called a taxi or ridesharing service. It is important to note that in 2021, when these estimates occurred, many people were working remotely due to the COVID-19 pandemic.

2.3 TRAVELSHED ANALYSIS

Travelshed analysis figures on the following pages were developed to help with project prioritization based on potential high use areas like bus stops, trolley stops, and entry gates to NBSD. The travelsheds are not “as the crow flies;” rather, they use streets and walkways to show the path that people walking are able to take or not take, based on the existing road network and barriers. The closer an origin and destination are, the more likely and willing people are to use sustainable modes of transportation, such as walking, bicycling, and using transit.

According to the book *Human Transit*, by Jarrett Walker¹, the most commonly cited distance to walk to transit stops in the United States is a quarter mile, or about a five-minute walk. In Europe, larger distances are more commonly used such as a half-mile, or about a 10-minute walk. This Study also includes an eighth of a mile travelshed, or about a three-minute walk, to demonstrate where improvements will have the greatest impact for those making first-last mile connections.

Both I-5 and the railroad tracks in National City cause similar limitations in permeability of the grid network in the Study Area, as can be shown by the travelsheds in Figures 2-1 through 2-3. Typical project recommendations such as intersection reconfigurations, curb extensions, and new bike lanes, all contribute to a safer environment for pedestrians and bicyclists, which is supportive of the goal to enhance multimodal conditions of within the Study Area.

Travelsheds from Bus Stops

Figure 2-1 shows an eighth of a mile or about a three-minute walk, quarter-mile or six-minute walk, and half-mile walk distances from all bus stops as shaded polygons. Bus stops provide strong access to Dry Side gates, all within a quarter-mile or closer. Of the Wet Side gates, only Gates #6 and #9 are within a quarter-mile. Gates #2, #7, and #13 are more than a half mile walk, signaling that people are probably not using the bus to access these gates. It is reasonable to assume that people are or would be willing to use transit to access gates within smaller travelsheds which emphasizes the importance for pedestrian and bicycle improvements. Other gates are beyond a half-mile and less likely to be accessed by bus.

Travelsheds from Trolley Stops

Figure 2-2 shows the eighth, quarter, and half-mile distances from trolley stops. Both the 8th Street and Pacific Fleet trolley stop provide strong access to military gates. From the 8th Street station, Gate #9 is about an eighth-mile distance and from the Pacific Fleet station, Gate #6 is within an eighth-mile and Gate #43 is within a quarter-mile. Improvements made

within these travelsheds will both increase safety for existing trolley passengers while also attracting new ones. The 24th Street trolley stop does not reach any gates within a half-mile distance. Due to I-5 being a barrier, options are limited to get to that trolley station.

Travelsheds from Military Gates

Figure 2-3 shows eighth, quarter, and half-mile distances from NBSD gates #2, #6, #7, #9, and #13 on the Wet Side and gates #29, #32, and #43 on the Dry Side. This map is specific to showing which bus stops and trolley stops can be accessed within a half-mile from the gates. All gates are relatively well-served and can access bus and/or trolley stops with an exception of the 24th Street station. While Gate #13 almost reaches it, the I-5 and railway act as a barrier, preventing a more direct route. Gates #6, #9, and #43 are the most accessible by bus and trolley.

1 Walker, Jarrett. *Human Transit*, Island Press, 2011

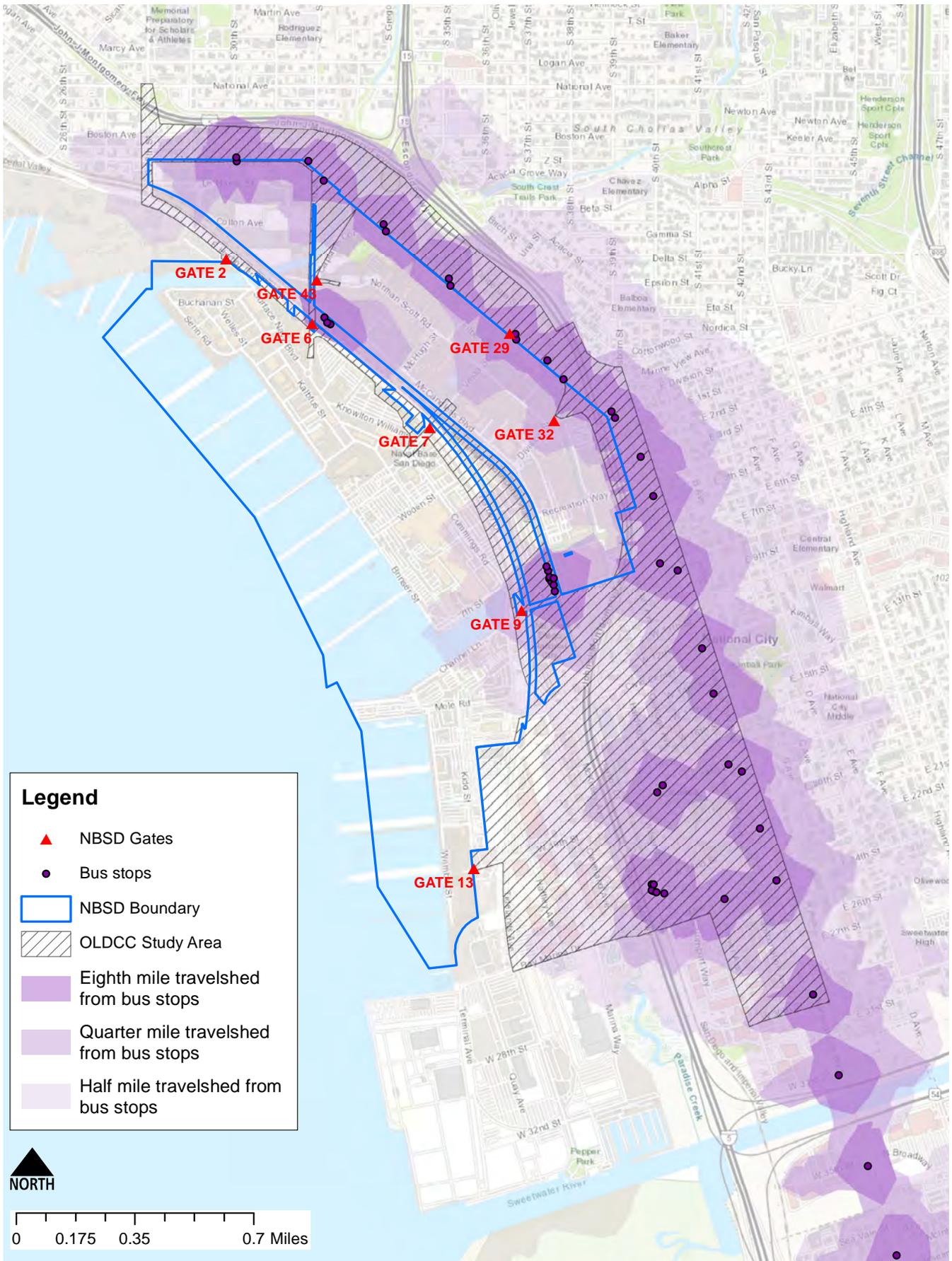


FIGURE 2-1: Travelsheds from Bus Stops

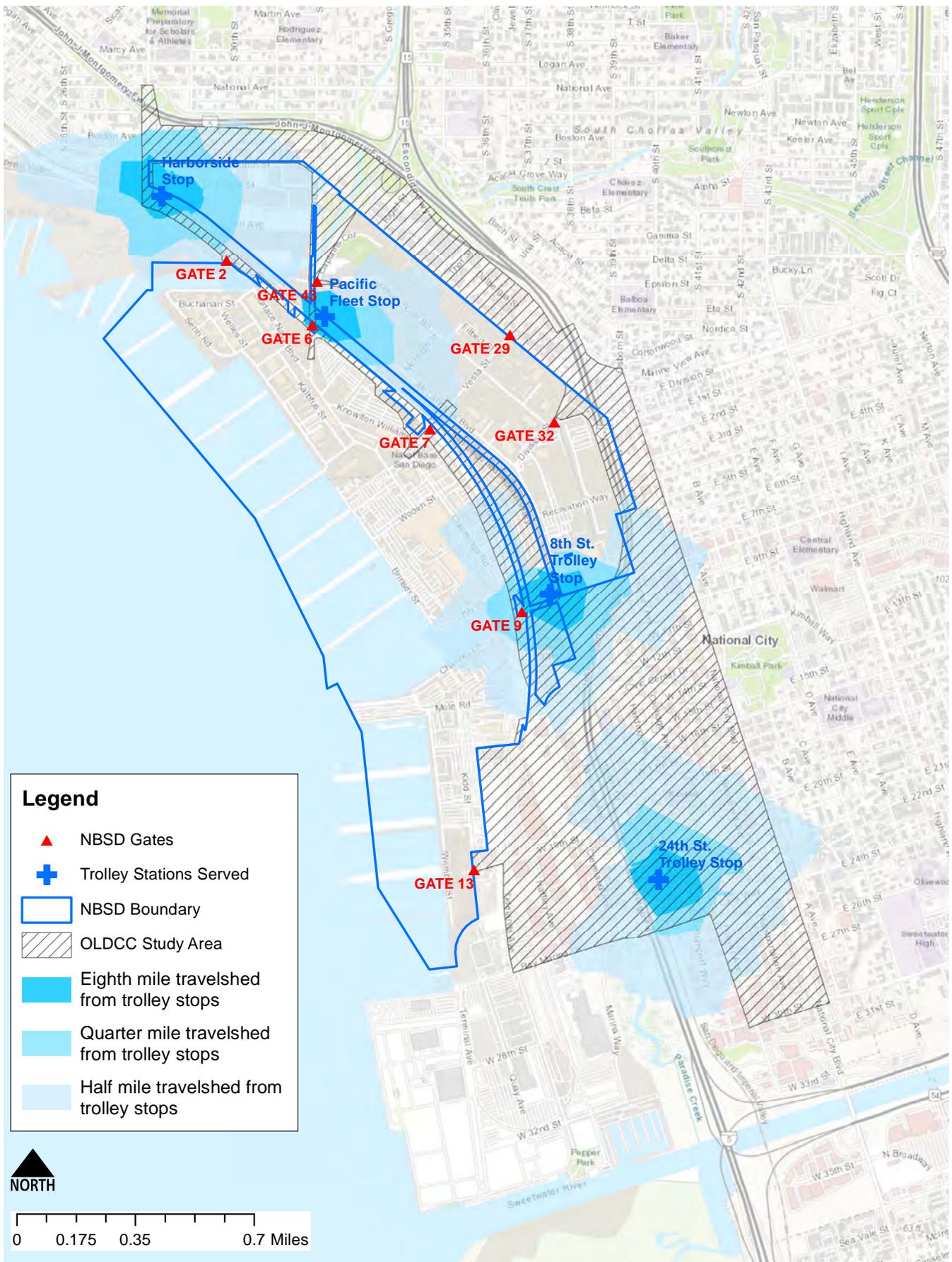


FIGURE 2-2: Travelsheds from Trolley Stops

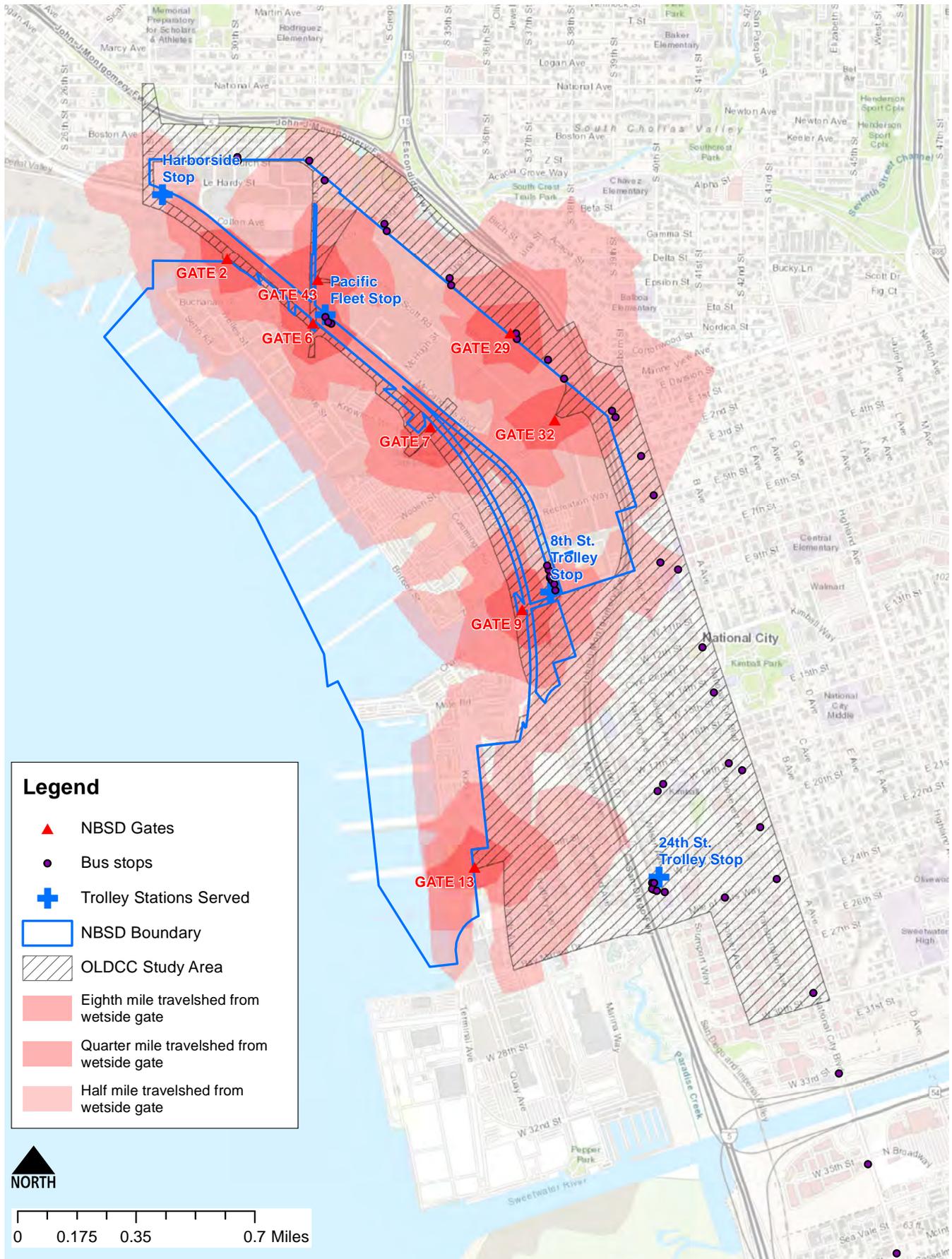


FIGURE 2-3: Travelsheds from Military Gates

2.4 COLLISION ANALYSIS

The following section provides an overview of bicycle, pedestrian, and automobile collisions between 2011-2021 using data downloaded from the University of Berkeley's Transportation Injury Mapping System (TIMS). TIMS data is based on the California Highway Patrol's (CHP) Statewide Integrated Traffic Records Systems (SWITRS). Collision quantities, severities, locations, and primary collision factor violations are summarized in Tables 2-2 through 2-4 for the Study Area.

Table 2-2. Injury Severity for All Collisions

Injury Severity for All Collisions	Quantity
Fatality	8
Severe Injury	31
Visible Injury	177
Other Injury	418
Totals	634

Table 2-3. Injury Severity and Location

Injury Severity and Location	Collision at Intersection		
	Yes	No	N/A
Pedestrian			
Fatality	1	2	-
Severe Injury	4	7	-
Visible Injury	13	11	-
Other Injury	15	16	1
Bicycle			
Fatality	-	-	-
Severe Injury	1	1	-
Visible Injury	9	15	-
Other Injury	8	11	-
Automobile			
Fatality	1	4	-
Severe Injury	6	11	1
Visible Injury	53	74	2
Other Injury	152	206	9
Total Collisions (770)			
All Modes	263	358	13

Table 2-4. Primary Collision Factor Violation

Primary Collision Factor Violation	Auto	Bike	Ped
Automobile Right of Way	91	8	1
Following Too Closely	27		
Hazardous Parking	1		
Improper Passing	6	4	
Improper Turning	102	7	5
Other Hazardous Violation	10	1	1
Other Improper Driving	5	1	1
Other Than Driver	7	2	
Pedestrian Right of Way Violated		1	27
Pedestrian Violation		1	24
Traffic Signals and Signs	82	2	3
Under the Influence	20		
Unknown	22	5	6
Unsafe Lane Change	15		1
Unsafe Speed	113	2	1
Unsafe Starting or Backing	10	1	
Wrong Side of Road	8	10	
Totals 770	519	45	70

Collision Summary

The Study Area had 770 total collisions between 2011-2021, as detailed in Tables 2-2 through 2-4. There were more automobile collisions (due to relative scales of mode utilization) than pedestrian collisions, and the fewest were bicycle collisions. There were no bicyclist fatalities but four pedestrians and six automobile occupants were killed. The primary causes, or collision factor violations, for automobiles was most frequently ‘unsafe speed’, then ‘improper turning’, ‘automobile right of way’, and ‘traffic signals and signs’. Bicyclist injury causes were primarily from the bicycle riding on the wrong side of the road (likely due to lack of bike facilities), then ‘improper turning’ of vehicles into bicyclists, then bicyclists violating the automobiles right of way. Pedestrian collisions primarily resulted from automobiles violating the pedestrians right of way (likely in crosswalks due to unsafe driving or driving at an excessive speed), and next by pedestrians violating various traffic laws (possibly crossing outside a crosswalk midblock and other reasons).

Methodology

The GIS methodology for the following maps joined collision points to the nearest road centerline. Each collision point joined to a road centerline was then ranked based on collision type and severity of injury as noted below. The total rank, or score from the joined collisions for each road segment, was divided by the linear foot length of the segment to get a ‘collision per foot’ decimal number for that length of road segment. The decimal value was used to compare each road segment to other segments in the Study Area and determine a scale from highest to lowest quantity and severity of collisions. Red road segments have the highest quantity and severity of injuries - over the length of the road segment. The following scoring values were used for all injuries.

- Pedestrian and Bicycle collisions:
 - » Fatal or Severe Injury = 1.5
 - » Visible or Other Injury = 1.25
- Vehicle collisions without a Pedestrian or Bicycle
 - » Fatal or Severe Injury = 1.25
 - » Visible or Other Injury = 1.0

Each road segment on a corridor is ranked relative to all other road segments based on collision rank-scoring with injury severity. This is useful with finding areas with the highest level of collisions and injury severity that could become project priorities.

All Collisions

In Figure 2-4, Main Street starting at Division going north to 28th Street in San Diego has four traffic fatalities and six severe injuries, higher than most streets in the City. South 28th Street in San Diego also has a high collision rank with two severe injuries and numerous additional injury collisions. Additional streets with high numbers of severe traffic collisions include the 1-15 on/off-ramp connecting to the NBSD Wet Side main gate, National City Boulevard, and Bay Marina Dr-Mile of Cars going east National City Boulevard.

Bicycle Collisions

In Figure 2-5, the road segment ranking is limited to only bicyclists related collisions and injuries. This can help with identifying bicycle project priority locations.

The quantity and extent of bike related injuries are scattered throughout the Study Area with the highest ranks occurring on the side streets that feed into National City Boulevard and segments of Roosevelt Avenue at the north edge of National City. Main Street running along the east edge of NBSD Dry Side has seen a few bicyclists injuries that could benefit from a new bike project. Mile of Cars Way is another corridor with segments of high bike collision ranks. The intersection around Harbor Drive and Civic Center Drive just west of I-5 appears to need attention for bike safety. Segments of Cleveland Avenue with bike injuries suggest a project on this street may help reduce future injuries. At the north end of the Study Area, the areas around 28th Street, 32nd Street and National Avenue in the City of San Diego could benefit from bike safety projects.

Pedestrian Collisions

Figure 2-6 shows a similar pattern of priority road segments along the following corridors:

- National City Boulevard
- Main Street
- Mile of Cars Way
- Civic Center Drive at the I-5 underpass
- 28th Street, 29th Street, 30th Street, National Avenue, Boston Ave in City SD

Automobile Collisions

Figure 2-7 brings the same roads to the top with the highest ranking corridors including National City Boulevard running the length of National City, Cleveland Avenue, Civic Center Drive, Mile of Cars Way at the south edge of National City, and the full length of Main Street along the NBSD Dry Side boundary.

The Mile of Cars Way/Bay Marina Drive corridor should be considered the worst single stretch for collision injuries (and a key corridor for potential projects) due to the four severe injuries, one fatality, and numerous other injury collisions that have occurred during the study period. At the north end of the Study Area, the I-15 on-ramp and off-ramp that leads directly to NBSD Wet Side main gate, 28th Street, National Avenue, Boston Avenue and the full length of Harbor Drive all see high levels of collision injuries.

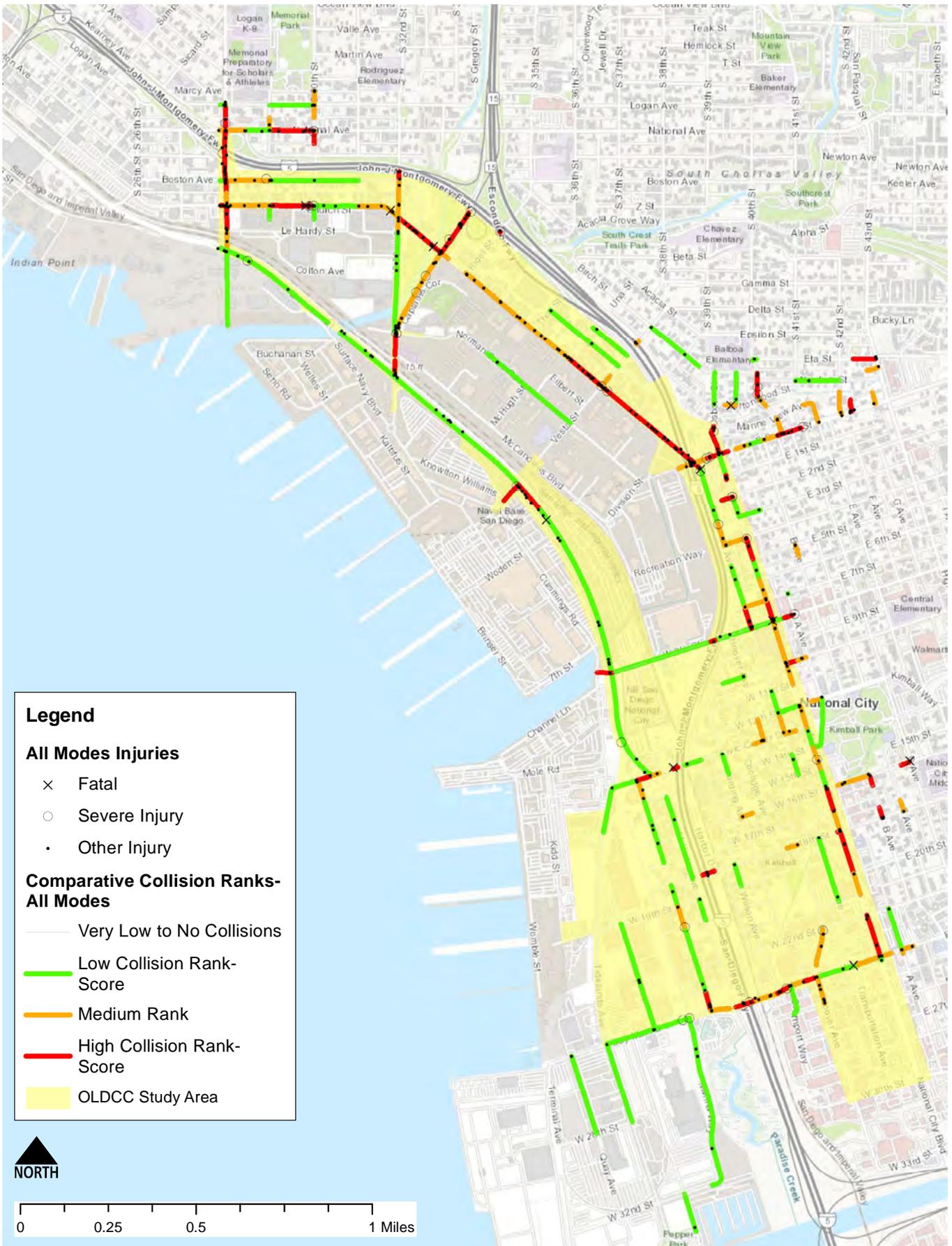


FIGURE 2-4: All Travel Mode Collisions

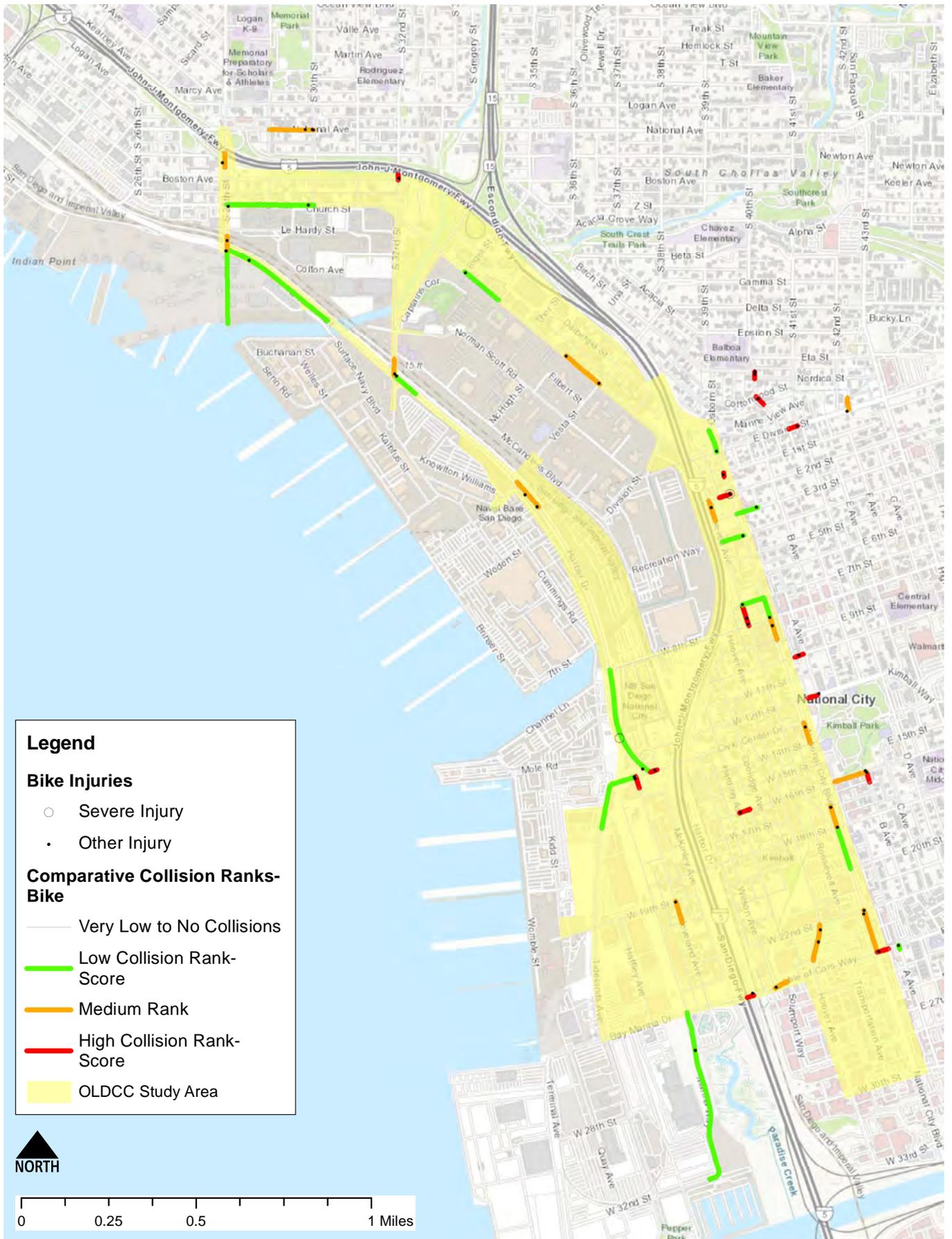


FIGURE 2-5: Bicycle Collisions

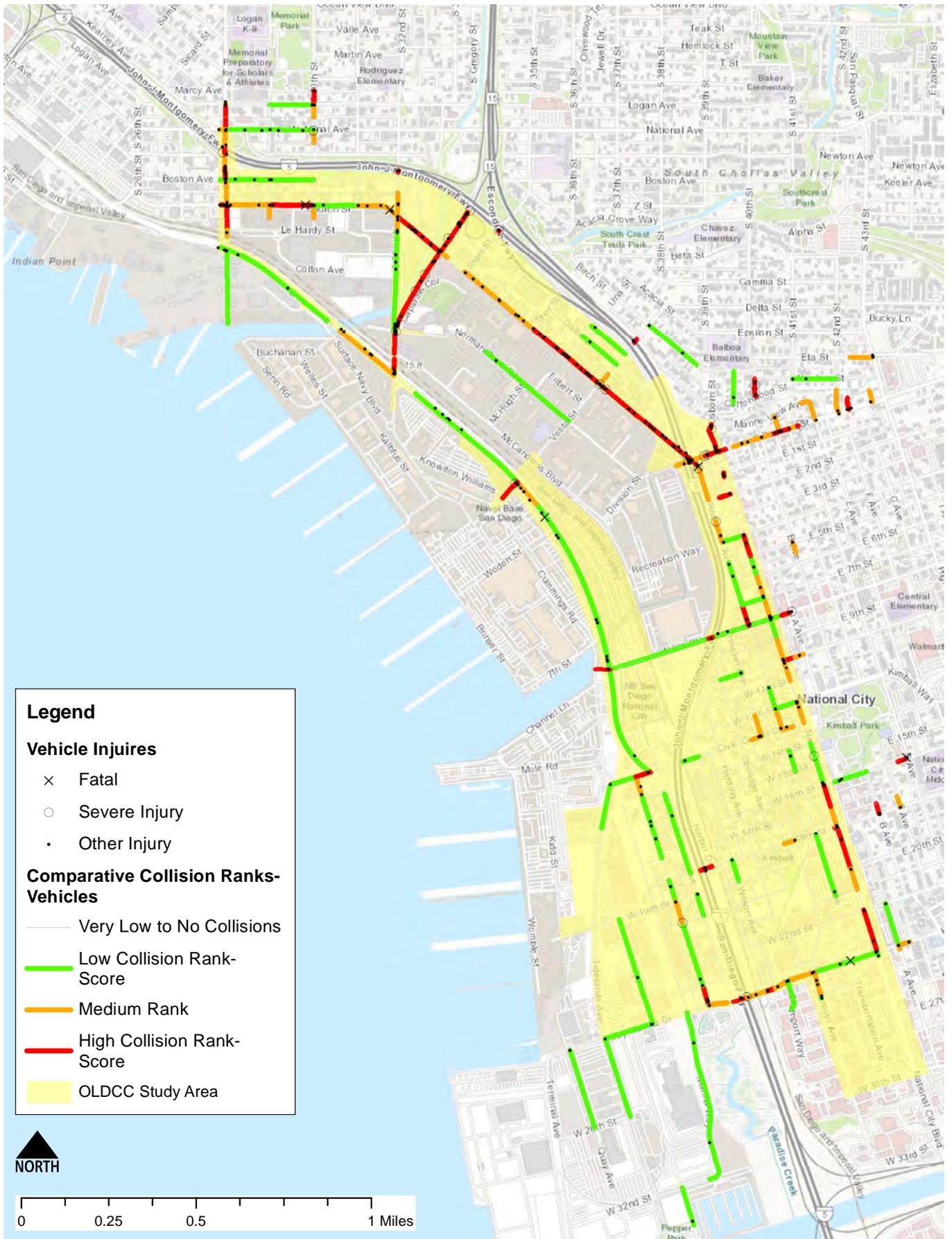


FIGURE 2-7: Vehicle Collisions

2.5 STREET CLASSIFICATION

Figure 2-8 shows Street Classification from *National City Homefront to Waterfront* in the western portion of National City and extending north into the City of San Diego along Harbor Drive. As shown on the map, primary arterial routes include National City Boulevard, Harbor Drive, 8th Street, and parts of 24th Street. Numerous collector routes run throughout the City with primary collectors including Tidelands Avenue, Civic Center Drive, 18th Street, Bay Marina Drive, 24th Street.

Arterials tend to have a higher crash frequency, higher vehicle volumes, and higher speeds, which can make a safe and inviting pedestrian environment more challenging. At the same time, improving the safety, efficiency, and multimodal options along arterial roadways is key to improving the overall function and operation within the Study Area.

2.6 TRUCK ROUTES AND STRAHNET CORRIDORS

Figure 2-9 shows Truck Routes and Strategic Highway Network (STRAHNET) connectors from *National City Homefront to Waterfront* in the western portion of National City and extending north into the City of San Diego along Harbor Drive. As shown on the map, the STRAHNET runs along Harbor Drive then turns east to connect to the primary STRAHNET route of Interstate 5. The STRAHNET is a 62,791-mile system of roads in the United States that is deemed necessary for emergency mobilization and peacetime movement of goods. A short segment of STRAHNET is on Bay Marina Drive to connect NBSD with Interstate 5. Primary and alternative truck routes connect industrial and commercial parts of the City with Interstate 5. One of the primary truck routes includes Harbor Drive to Civic Center Drive westbound to Tidelands Avenue southbound to Bay Marina Drive east to get to commercial parts of the City east of Interstate 5. The truck route then goes north and south on National City Boulevard. Additional truck routes include Civic Center Drive east of Interstate 5, Plaza Boulevard going east into the City, Roosevelt Avenue going north of Plaza Boulevard. The safety and efficiency of truck routes and the STRAHNET corridor will be an important part of this Study, as well as meeting the standards of the STRAHNET road design guidelines.

2.7 BICYCLE NETWORK

Figure 2-10 shows existing and proposed bikeways in the western portion of National City and extending north into the City of San Diego along Harbor Drive. As shown on the map, National City has numerous segments of existing bikeways but they have numerous gaps in connections that reduce the accessibility and sense of security when riding through the City. Proposed bikeway routes from *National City Homefront to Waterfront* will close these gaps by adjusting lane widths and configurations to support safe routes for alternative means of transportation throughout the City.

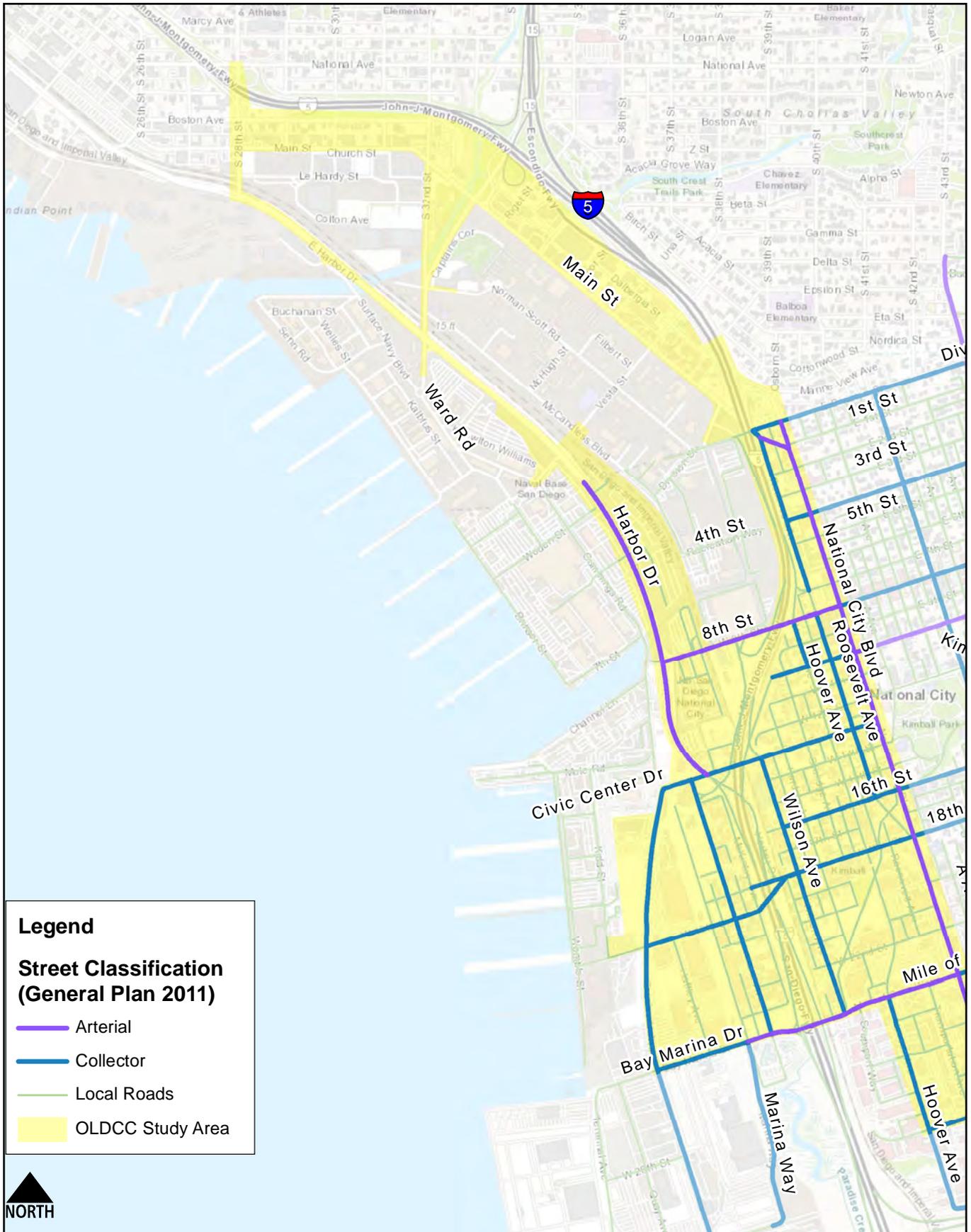


FIGURE 2-8: Street Classification (from Homefront to Waterfront Plan)

2.8 WALKABILITY

There are multiple trolley lines and bus routes in the Study Area. However, with mostly industrial and light industrial land uses and heavy use of trucks and large vehicles, the environment can be uncomfortable for people walking. The Study Area has railway lines and freeways as barriers, and generally long block lengths, commonly 1,000 feet long, which can increase walk trips significantly. Although there are a fair amount of sidewalks in the Study Area, there are generally long distances between signalized pedestrian crossings so the area is not considered pedestrian-friendly.

Although there's no one universally accepted metric for how walkable an area is, there are emerging tools to measure walkability, such as the Walk Opportunities Index, the Walkability Index, the Pedshed Connectivity measure, and Walk Score, according to research from the [Project for Public Spaces](#). It is the latter metric, Walk Score, that will be explained in this section, as well as a pedestrian crash analysis in a subsequent section of this Study.

Walk Score is a generalized tool for comparing relative ease of access by walking, biking, and using transit to destinations of a city or neighborhood from adjacent areas, as provided by the [Walk Score](#) webpage. The webpage is a free service available to the general public to compare, mainly, the density of destinations in adjacent cities or individual homes or businesses. Table 2-5 and Figures 2-11 provide a summary of Walk Score webpage data as of May 2023. The table compares walk, bike, and transit access in adjacent cities, and the adjacent neighborhood of Southcrest. All scores are out of 100 possible points. As shown in the comparison table, the overall area of National City scores highest with walkability compared to adjacent areas. Although it should be noted that 'San Diego' includes a vastly larger area that is averaged for its entirety and reduces its overall score. National City is described as having "some public transportation," does not have many bike lanes, and "some" errands can be accomplished on foot.

Some of the criteria used in this Study's prioritization process are pedestrian quality and bicycle level of traffic stress. Factors such as low walkability or bikeability helped determine priority projects by focusing on closing gaps and increasing multimodal options.

Table 2-5. Walk Score Comparison with Adjacent Cities

Travel Mode	Walk Score	Bike Score	Transit Score
National City	69	49	47
Chula Vista	46	41	35
Southcrest	68	52	48
San Diego	53	43	37

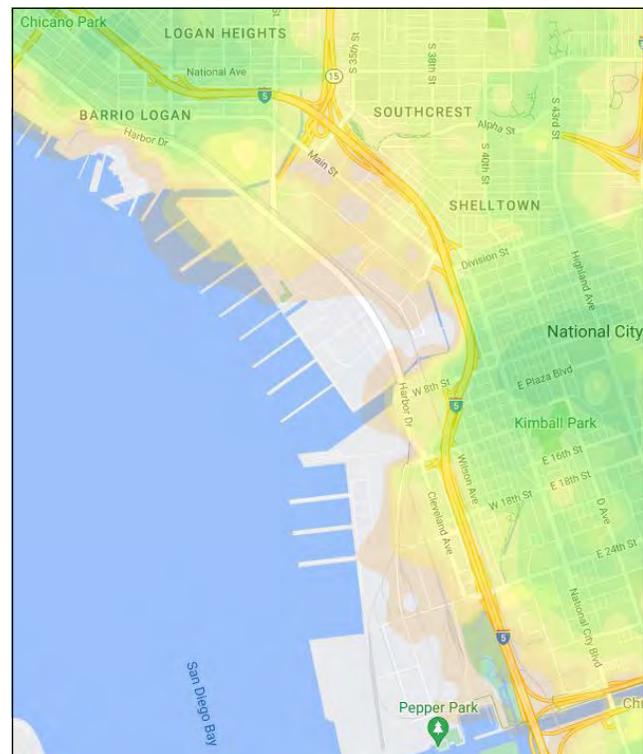


FIGURE 2-11: WalkScore Map of Walkability (green is higher density of destinations)

2.9 NEIGHBORHOOD ELECTRIC VEHICLES (NEV)

The City of National City received a Clean Mobility Options (CMO) grant from the California Air and Resource Board to construct a mobility hub at the 8th Street Transit Center. As a dedicated location for switching modes of transport, mobility hubs are centers designed to provide a safe and comfortable transition for passengers between transportation modes by providing a focal point in the transportation network. The plan for this mobility hub is to both charge and store Neighborhood Electric Vehicles (NEVs). A NEV is defined as a four-wheeled electric vehicle that has a maximum speed greater than 20 miles per hour (mph) but not more than 25 mph. NEVs will be stored at the 8th Street station and serve National City within a 10-minute radius of the mobility hub, as shown in Figure 2-12. The purpose of this microtransit is to increase first-last mile connections for people using the 8th Street trolley, though it can be used by anyone with a smartphone.

The NEVs are funded for four years. The CMO grant funds the first three years of the program, and the Port is funding the fourth year.



FIGURE 2-12: NEV Service Area

2.10 CITYWIDE TRAFFIC CONDITIONS

For this Study, the Team analyzed current traffic conditions throughout the day, using the standard traffic engineering measurement of a volume to capacity ratio. A volume to capacity (v/c) ratio measures the amount of traffic on a given roadway relative to the amount of traffic the roadway was designed to accommodate, or the capacity of the roadway.

After analyzing all the periods of the day, the peak morning period appeared to be 6am to 7am and the peak afternoon/evening period appeared to be 3pm to 4pm, as can be seen in Figures 2-13 and 2-14.

To gauge traffic conditions, traffic engineers use a term called “Level of Service,” which is a qualitative measure used to relate the quality of motor vehicle traffic service. It is used to analyze roadways and intersections by categorizing traffic flow and assigning quality levels of traffic based on performance measures like vehicle speed, density, congestion. In general, the principle is to take the volume of traffic in one hour and divide it by the appropriate capacity of the road type to get a v/c rating.

In traffic engineering, it is acceptable for roads to operate at 85% capacity, which equates to what traffic engineers refer to as “Level of Service” (LOS) D and E. After analyzing the peak morning period and the peak afternoon/evening period in the project study area, it was determined that for those two periods, most of the streets in the Study Area operate above 85% capacity. As can be seen in Figures 2-13 and 2-14, where orange represents a v/c between 0.85 and 0.96 and red represents a v/c above 0.96, most of the streets are in orange or in red, indicating significant current congestion during peak periods in the Study Area. These traffic engineering terms are further explained in chapter 4.

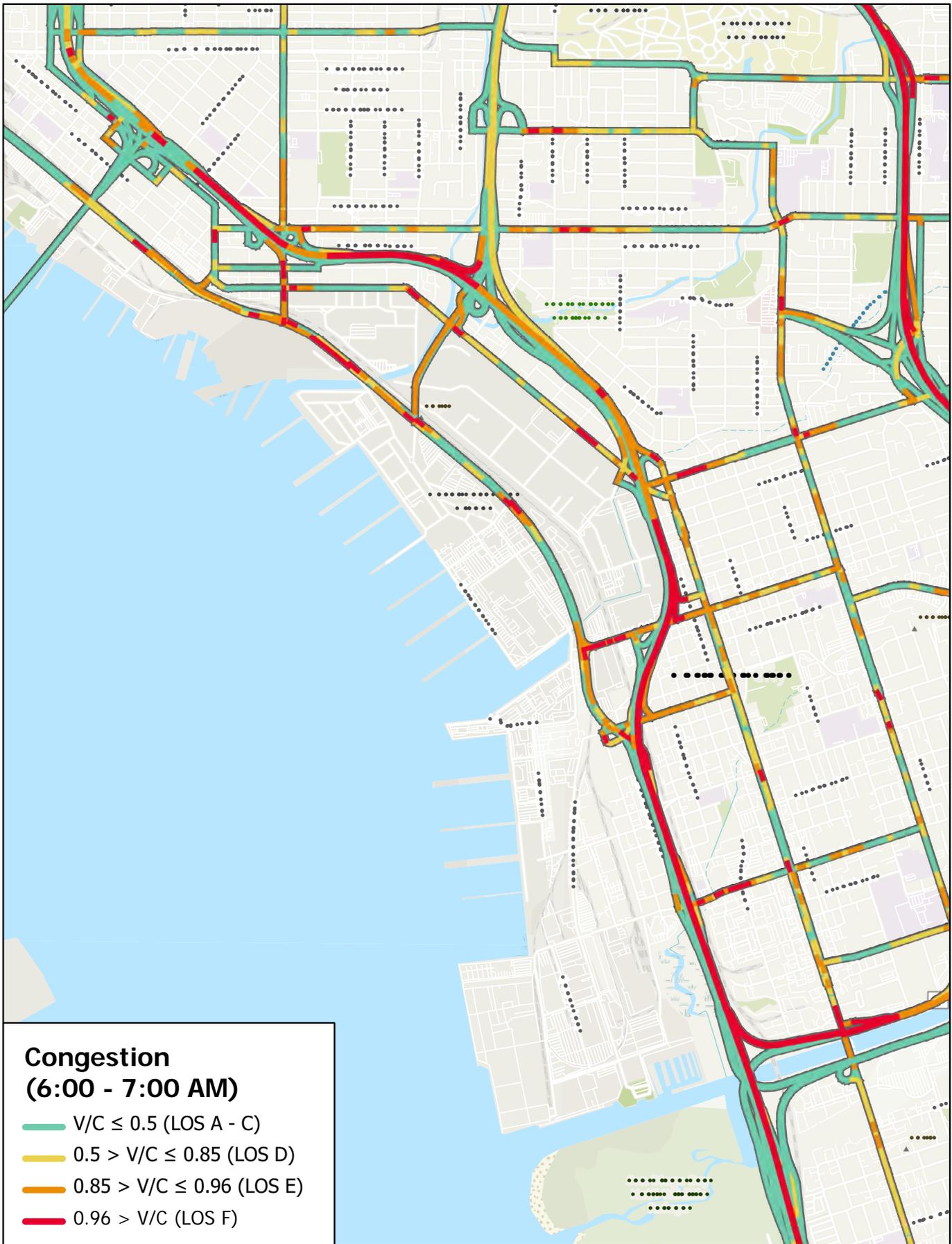


FIGURE 2-13: Congestion from 6:00-7:00AM (Peak Hour)

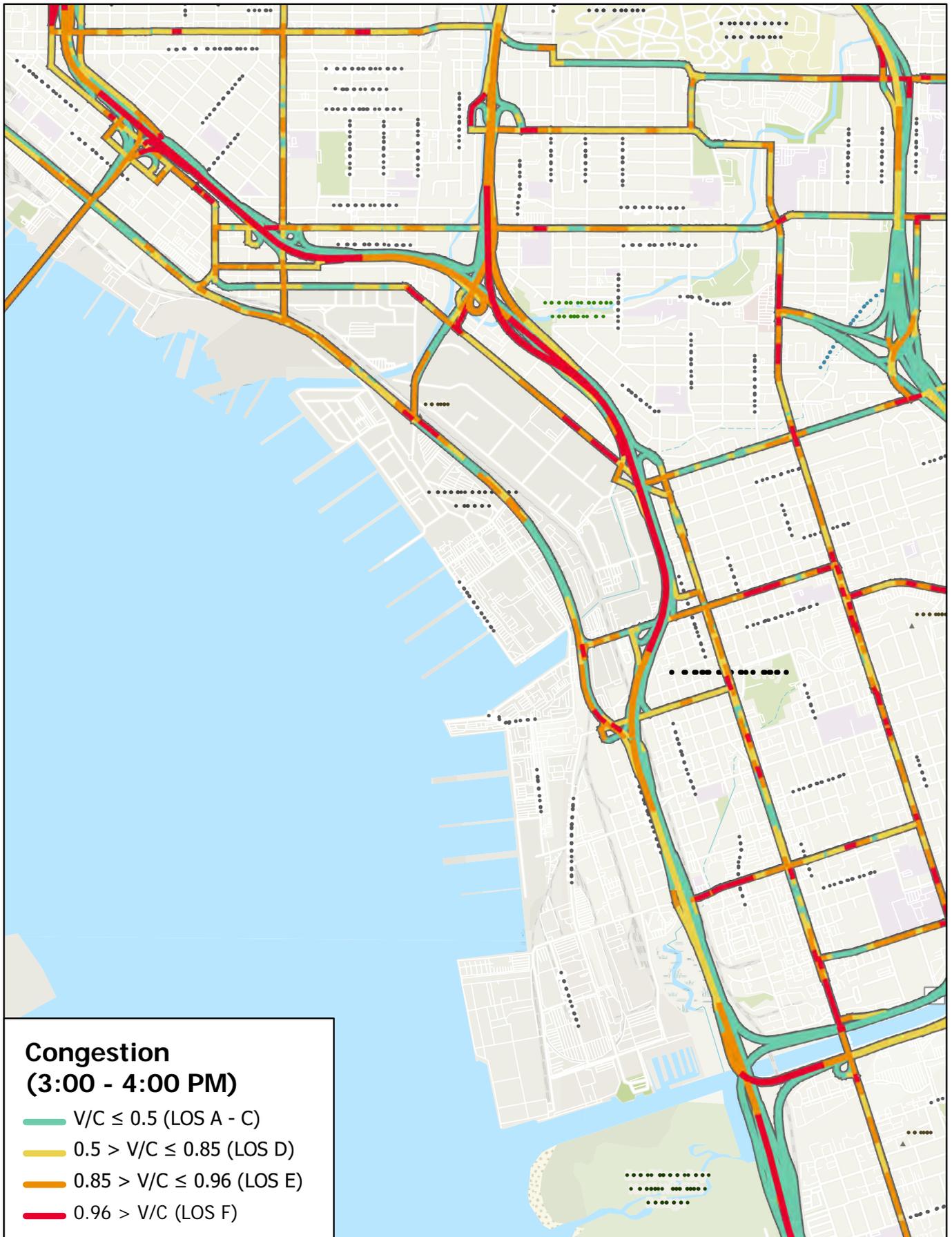


FIGURE 2-14: Congestion from 3:00-4:00PM (Peak Hour)



An aerial photograph of a harbor area. In the foreground, there are several large, light-colored buildings, likely government or military structures, with parking lots filled with cars. A long pier extends into the water, with a large ship docked. The water is a deep blue, and a long line of buoys or a breakwater runs across the middle ground. The background shows more of the harbor and distant land.

3

Project Recommendations

3.1 PROJECT PRIORITIZATION

The Team began with a list of 139 projects proposed by previous studies and plans that address the primary concerns of safety, congestion, connections to highway and transit networks, and multimodal transportation opportunities. The Team applied the following filters to develop priority projects. Over two dozen of the projects were removed because they were on NBSD right of way, which is outside of the scope of this Study. For example, some projects were inside the NBSD fence line, NBSD gates improvements, etc. More projects were removed from the list if they didn't meet the project goals of safety, transportation congestion, or multimodal benefits or weren't focused on the City of National City, the City of San Diego, or NBSD.

The Team also removed any projects that were in construction, funded, already designed, or the project included more recent projects identified in the same area by a different agency. With these criteria applied, the Team removed 113 projects from the original project list of 139 projects, bringing the list of potential projects down to 26 projects, pictured in Figure 3-1 and project descriptions can be found in Appendix B.

For those 26 projects, the Team applied a series of criteria to score and then rank them from 1 to 26. The criteria are determined as follows:

1. **Collision Scores for all collisions** - This column is a score for each of the project locations based on vehicle, pedestrian and bicyclist collisions that occurred along each corridor or intersection. For intersections, collisions that occurred within 300 feet of the intersection were included in the collision score. Scores for individual collisions are based on 1.25 'points' for fatal vehicle/vehicle collisions, 1.00 'points' for all other vehicle/vehicle injuries, 1.50 for fatal pedestrian or bicyclist versus automobile collisions, 1.25 for severe injury pedestrian or bicyclist versus automobile collisions, and 1.00 for all other pedestrian or bicyclist versus automobile injuries.
2. **Proximity to NBSD Gates** - For this score, the Team used GIS to measure the distance from the part of the project closest to one of the gates (#2, #6, #7, #9, #13, #29, #32, #43). If a project was within an eighth of a mile from the selected gates, it was given a score of 9. If a project was within a quarter mile from the selected gates, it was given a score of 6. If a project was within a half mile from the selected gates, it was given a score of 3. If a project was further than half mile away from the selected gates, it was given a score of 0.
3. **Average Congestion (Volume-to-Capacity Ratio [v/c])**- Google Maps "Typical Traffic" tool was used to determine the weekday morning (AM) and afternoon (PM)

peak hour congestion for the Study Area. Google Maps classifies their typical traffic congestion into four categories: Green (free flow - no traffic delays), Orange (moderate amount of traffic), Red (traffic delays), Dark Red (significant traffic delays). These four categories were equated to a corresponding volume-to-capacity (v/c) ratio with similar traffic conditions: Green (v/c < 0.5), Orange (v/c ≤ 0.85), Red (v/c ≤ 0.96), Dark Red (v/c > 1). For congestion scoring, average v/c ratios were multiplied by 10 to correspond to the other scoring columns. For a roadway, the worst case v/c segment was used and for an intersection, the intersection approach v/c ratios were averaged.

4. **Pedestrian Quality** - This score factors in the following criteria.
 - **Ped Separation (bike, planter, parking)** - This column indicates the percentage of corridor that has horizontal separation between the vehicle travel lane and the sidewalk. This criteria is for determining pedestrian Level of Traffic Stress (LTS).
 - **Ped Existing Sidewalk (percent)** - This column indicates the percentage of the corridor that has existing sidewalks.
 - **Ped Ease of Crossing (Corridors) (percent)** - This column indicates the percentage of the corridor that has existing marked crosswalks every 600 feet down the road.
 - **Ped Ease of Crossing (Intersection) (type/percent marked)** - This column indicates the percentage of four crosswalk areas that have existing markings for crosswalks.
 - **Ped LTS** - Shows the final score applied to the corridor (or intersection depending on the project) for pedestrian LTS.
5. **Bicycle Level of Traffic Stress** - This score factors in the following criteria.
 - **LTS Speed** - LTS is a method of estimating the Level of Traffic Stress for bicyclists. LTS Speed is the vehicle road speed in miles per hour as posted on signs. The higher the speed for vehicles then the higher the stress for bicyclists. The LTS Speed score is used in conjunction with the LTS Bike Lane Exists (percent) and the LTS Vehicle Lanes values in the next columns to determine the overall LTS.
 - **LTS Bike Lane Exists (percent)** - This column shows the percentage of the corridor that has an existing bike lane.
 - **LTS Vehicle Lanes** - This column shows the number of vehicle lanes along the segment of the corridor.



FIGURE 3-1: Project Intersections and Corridors

- **Bike LTS score** - Shows the final score applied to the corridor for bike LTS.

6. Connection to STRAHNET, freeways, trolleys lines, etc. - This is a score that considers connectivity to key networks, namely the STRAHNET, freeways, trolleys lines, using professional judgment to determine a score based

on that project's importance in boosting and connecting to the aforementioned networks.

The Team added the aforementioned criteria to a table and added the total score for each of the 26 projects, so they could be ranked 1 through 26 as shown in the Table 3-1.

Table 3-1. Projects for Prioritization

	Primary Corridors and Intersections	Location (Start)	Location (End)	Collision	Proximity* to NBSD Gates (2, 6, 7, 9,13, 29, 32, 43)	Average Congestion (V/C)	Pedestrian Quality	Bicycle Level of Traffic Stress	STRAHNET Connection to trolleys lines, free-ways, etc	Total Score
1	32nd St	Harbor Dr	Main St	6	9	9.6	4	4	10	42.6
2	8th Street Transit Station	-	-	0	9	0	4	4	25	42.0
3	32nd St @ Transit Station	-	-	1	9	8.5	4	4	15	41.5
4	28th St	Harbor Dr	Main St	10	3	9.6	4	4	10	40.6
5	28th St @ Boston Ave	-	-	8	3	8.5	3	3	10	35.5
6	Division St @ Main St	-	-	10	6	7.5	4	4	10	41.5
7	Main St	Vesta St	Yama St	8	9	8.5	3	4	5	37.5
8	Civic Center Dr (#1)	Tide-lands Ave	Wilson Ave	2	9	9.1	4	4	10	38.1
9	Bay Marina Dr - Mile of Cars	McKin-ley Ave	Hoover Ave	4	0	8.5	4	4	10	30.5
10	Main St @ Yama St	-	-	6	9	7.8	3	3	10	38.8
11	Civic Center Dr (#2)	Tide-lands Ave	Wilson Ave	2	9	9.1	4	4	10	38.1
12	8th St @ Hoover Ave	-	-	1	3	7.9	4	3	10	28.9
13	Bay Marina Dr	Cleve-land Ave	Railroad	3	0	8.5	3	3	5	22.5
14	Cleveland Ave	Civic Center Dr	Bay Marina Dr	2	3	8.5	3	4	5	25.5
15	Boston Ave	29th St	32nd St	1	3	8.5	2	2	10	26.5
16	19th St	Harbor Dr	McKin-ley Ave	2	3	0	2	4	15	26.0

	Primary Corridors and Intersections	Location (Start)	Location (End)	Collision	Proximity* to NBSD Gates (2, 6, 7, 9,13, 29, 32, 43)	Average Congestion (V/C)	Pedestrian Quality	Bicycle Level of Traffic Stress	STRAHNET Connection to trolleys lines, free-ways, etc	Total Score
17	Bay Marina Dr	Cleveland Ave	Marina Way	3	0	6.8	3	3	10	25.8
18	19th St	Tidelands Ave	McKinley Ave	0	9	8.5	2	2	1	22.5
19	19th St @ Tidelands Ave	-	-	0	9	8.1	2	1	1	21.1
20	Sampson St @ Harbor Blvd	-	-	4	0	8.7	3	3	1	19.7
21	National City Blvd	18th St	26th St	2	0	6.8	4	4	1	17.8
22	Sampson St @ Logan Ave	-	-	1	0	7.2	4	4	1	17.2
23	19th St @ Wilson St	-	-	0	0	6.8	3	2	5	16.8
24	Hoover Ave	Mile of Cars Way	30th St	1	9	8.5	3	3	1	25.5
25	Harbor Dr to McKinley Bike Path	Civic Center Dr	McKinley Ave	0	3	0	4	1	5	13.0
26	Mckinley Ave	14th St	Bay Marina Dr	1	3	0	1	1	5	11.0

3.2 COLLISIONS AT PRIORITIZED PROJECTS

The ranked projects from the prior section were further analyzed for types and quantities of collisions. The following two maps focus collision mapping analysis on the project intersections and corridors to help prioritize projects relative to each other in terms of public safety.

Figure 3-2 Project Intersection Collisions shows circles around intersection project locations to highlight relative ranking or scoring of all (bike/ped/vehicle) injury severities within a 300 foot buffer, or circle, from the intersection point. Each collision within 300 feet of the intersection was ranked / scored based on collision type and severity of injury as described previously. The total score for each intersection's collisions was then used to compare each intersection and determine a relative scale from highest to lowest quantity and severity of collisions.

The intersection of Division Street and National City Boulevard has the highest relative rank of collision injuries of all the intersection projects. A close second includes the I-5 off-ramp

intersection onto Main Street which is directly adjacent to the worst intersection noted above. Additional relatively high ranking intersections for collision injuries include the main entry gates to NBSD Dry Side and Wet Side off of 32nd Street and the intersection of 28th Street and Boston Avenue at the north edge of the Study Area.

Figure 3-3 Project Corridor Collisions shows the project locations with relative ranking of the projects full length and collision injuries compared to the other project corridors.

The Mile of Cars Way/Bay Marina Drive corridor is considered the worst single stretch for collision injuries due to the four severe injuries that have occurred there plus all the other injury collisions. A tie for the second worst locations starting with Main Street leading to the NBSD Dry Side entry gate that has seen two severe injuries, then 32nd Street as it directs traffic to the NBSD Dry Side and Wet Side main entry gates. The fourth high ranking injury corridor project is at the north end of the Study Area on 28th Street that brings traffic to Harbor Drive from I-5.



FIGURE 3-2: Collisions at Project Intersections



FIGURE 3-3: Collisions on Project Corridors





4

Future Conditions

4.1 TRAFFIC ANALYSIS

Data was collected in April, 2023 for the Study Area intersections along Main Street and 19th Street, as these two locations have projects that proposed modifications to lane geometry and traffic signal operations. These corridors were analyzed to evaluate the effects of the proposed projects. The following Study Area intersections are shown in Figure 4-1 and Figure 4-2.

Main Street Study Intersections

1. Main Street and I-15 Freeway Ramps
2. Main Street and Vesta Street
3. Main Street and Yama Street
4. Main Street and Division Street / Roosevelt Street
5. National City Boulevard and 1st Street / Osborn Street
6. Division Street and Osborn Street

19th Street Study Intersections

7. 19th Street and Tidelands Avenue
8. 19th Street and Cleveland Avenue
9. 19th Street and McKinley Avenue
10. 19th Street and Wilson Avenue

4.1.1 ANALYSIS SCENARIOS

This traffic analysis evaluated the intersections listed above under the following five (5) scenarios:

- Current (2023) – Based on Current (2023) traffic counts collected in April 2023.
- Future (2030) Baseline – Based on current traffic volumes and ambient growth along major roadways. This scenario is based on the roadway geometry and traffic control assumed for year 2030.
- Future (2030) Plus Improvements – Future (2030) baseline volumes with roadway geometry and traffic control modifications assumed for the project.
- Future (2030) Plus Vesta Bridge – Future (2030) baseline traffic volumes redistributed as a result of the construction of the Vesta Street Bridge project. This scenario is based on the roadway geometry and traffic control assumed for year 2030.
- Future (2030) Plus Vesta Bridge Plus Improvements – Future (2030) plus Vesta Street Bridge project volumes with roadway geometry and traffic control assumed for the project.

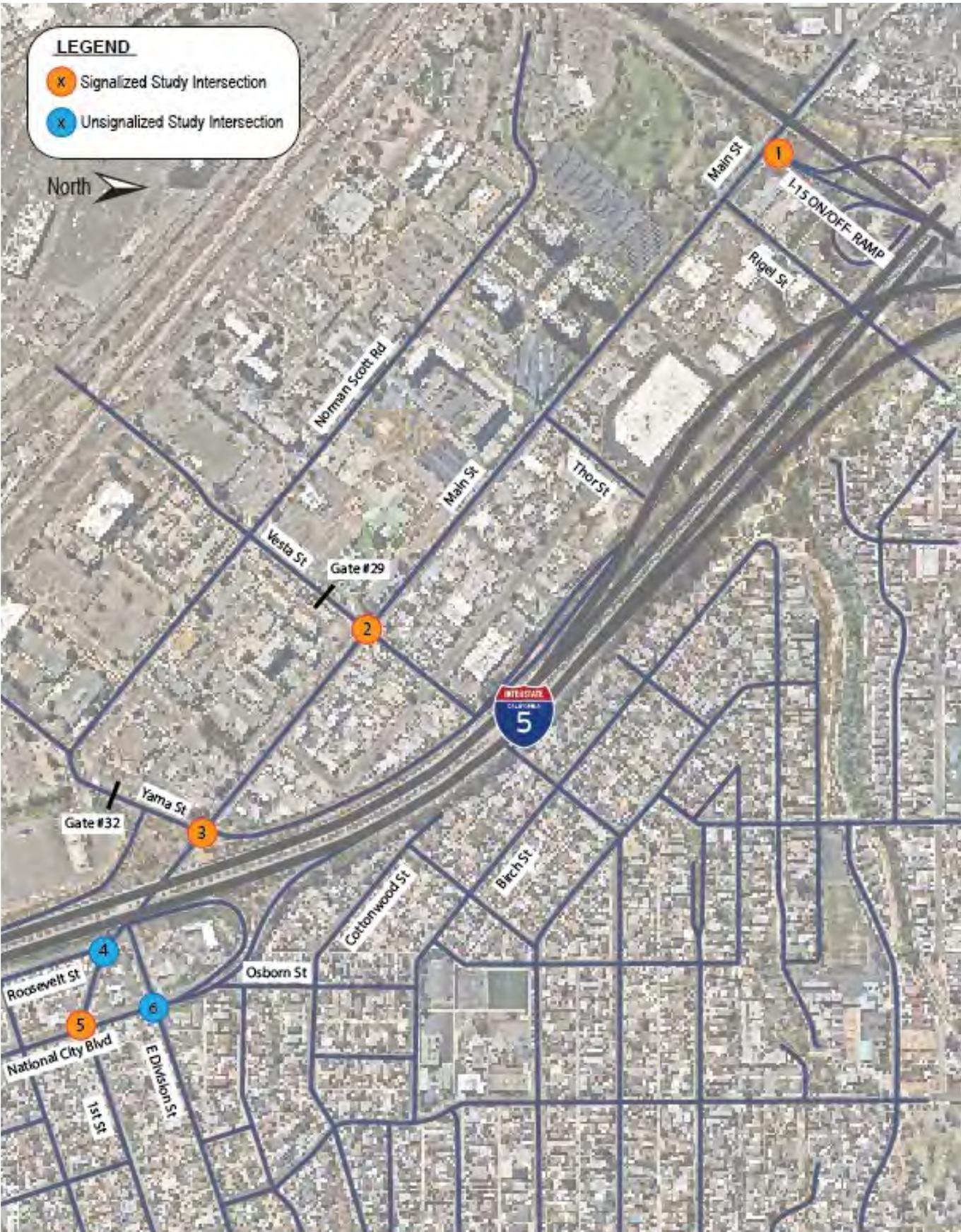


FIGURE 4-1: Main Street Study Area

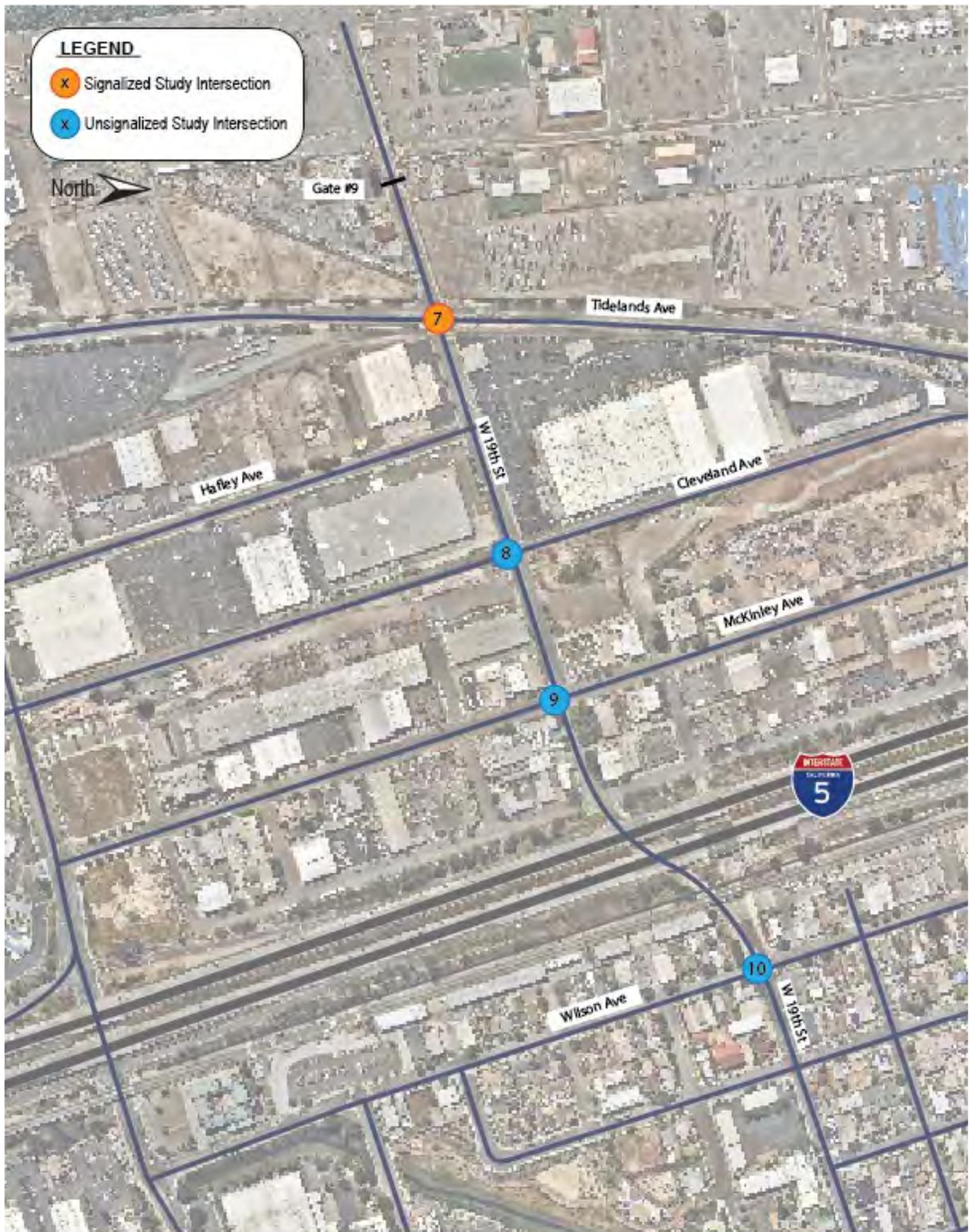


FIGURE 4-2: 19th Street Study Area

4.2 ANALYSIS METHODOLOGY

4.2.1 LEVEL OF SERVICE STANDARDS

Analysis of the study intersections were based on the concept of Level of Service (LOS) and is a qualitative measure used to describe operational conditions, as mentioned in section 2.10. LOS ranges from A (best), which represents minimal delay, to F (worst), which represents heavy delay and a facility that is operating at or near its functional capacity. Levels of service for this Study were determined using methods defined in the *Highway Capacity Manual, 6th Edition* (HCM 6) and *Highway Capacity Manual, 2000* (HCM 2000) within Synchro analysis software. Intersections with standard signal phasing were analyzed with HCM 6. Intersections with non-standard signal phasing or non-standard intersection control were analyzed using HCM 2000 methodologies due to HCM 6 methodology limitations within Synchro.

The HCM includes procedures for analyzing side street stop controlled (SSSC) and signalized intersections. The SSSC procedure defines LOS as a function of average control delay for the worst movement. Conversely, the signalized intersection procedures define LOS as a function of average control delay for the intersection as a whole. The LOS standard for the City of San Diego and the City of National City is LOS D.

Table 4-1 relates the operational characteristics associated with each LOS category for signalized and unsignalized intersections.

4.2.2 TRAVEL TIME RUN METHODOLOGY

Arterial travel time was evaluated using Synchro's SimTraffic software. Synchro is a macroscopic analysis tool used to identify operational measures of effectiveness at the intersection level, but is limited to treating each intersection in isolation of

Table 4-1. Intersection Level of Service Definitions

Level of Service	Description	Signalized (Avg. control delay per vehicle sec/veh.)	Unsignalized (Avg. control delay per vehicle sec/veh.)
A	Free flow with no delays. Users are virtually unaffected by others in the traffic stream	[10	[10
B	Stable traffic. Traffic flows smoothly with few delays.	10 – 20	10 – 15
C	Stable flow but the operation of individual users becomes affected by other vehicles. Modest delays.	20 – 35	15 – 25
D	Approaching unstable flow. Operation of individual users becomes significantly affected by other vehicles. Delays may be more than one cycle during peak hours.	35 – 55	25 – 35
E	Unstable flow with operating conditions at or near the capacity level. Long delays and vehicle queuing.	55 – 80	35 – 50
F	Forced or breakdown flow that causes reduced capacity. Stop and go traffic conditions. Excessive long delays and vehicle queuing.	80	50

Sources: Transportation Research Board, Highway Capacity Manual 6th Edition, National Research Council, 2016.

the network. SimTraffic, the microscopic software built into Synchro, analyzes the Synchro model as a network and can identify deficiencies caused by queuing and blocking at upstream and downstream intersections. Therefore, SimTraffic was used to determine arterial travel times for each of the study corridors based on the average results from three microsimulation runs for the AM and PM peak models.

4.3 CURRENT (2023 CONDITIONS)

Current (2023) Roadway Network

From I-15 to Division Street, Main Street is an east-west, two-lane, local collector. The roadway serves commercial uses and provides access to Gates #29 and #32 of NBSD. Main Street provides connection to the I-15 and I-5 freeways from NBSD. On-street parking is allowed on both sides of the street and the street is divided by a two-way left-turn lane (TWLTL). There are sidewalks on both sides of the street with sidewalk gaps along the south side and no bicycle facilities along Main Street in the Study Area. The posted speed limit is 30 miles per hour.

From Tidelands Avenue to Wilson Avenue, 19th Street is an east-west, two-lane, local road. From Cleveland Avenue to Wilson Avenue, the roadway is eastbound only. The roadway serves commercial uses and provides access to NBSD Gate #13. There are sidewalks on both sides of the street and there are no bicycle facilities along 19th Street in the Study Area. The posted speed limit is 30 miles per hour.

4.3.1 CURRENT (2023) PEAK-HOUR TURNING MOVEMENT VOLUMES

Current (2023) volumes are based on counts collected on April 5, 2023, and are illustrated in Figure 4-3 and Figure 4-4. Counts can be found in Appendix C.

4.3.2 CURRENT (2023) LEVEL OF SERVICE

Traffic operations were evaluated at the study intersections under current traffic conditions. Results of the analysis are presented in Table 4-2 and Table 4-3.

All study intersections function within acceptable LOS standards under this analysis scenario except for the following intersections:

- #2 – Main Street and Vesta Street – PM peak only
- #4 – Main Street and Division Street – AM and PM peak
 - » This intersection will be signalized as part of National City's 8th and Roosevelt project.
- #6 – Division Street and Osborn Street – AM and PM peak

4.3.3 CURRENT (2023) ARTERIAL TRAVEL TIME

Traffic operations were evaluated for the two study corridors under current traffic conditions using SimTraffic to calculate the travel time from one end of each corridor to the other during each peak hour. Results of the analysis are presented in Table 4-4 and Table 4-5.

<p>4</p> <p>176 / 715 ↗ ↘ 143 / 489 ↗ ↘ 124 / 307 ↗ ↘</p> <p>150 / 278 ↗ ↘ 6 / 9 ↗ ↘ 2 / 2 ↗ ↘</p> <p>Roosevelt Ave</p> <p>60 / 10 ↗ ↘ 456 / 183 ↗ ↘ 8 / 6 ↗ ↘</p> <p>National City Blvd/Division St</p> <p>158 / 113 ↗ ↘ 70 / 11 ↗ ↘ 12 / 27 ↗ ↘</p>	<p>1</p> <p>46 / 381 ↗ ↘ 193 / 647 ↗ ↘</p> <p>499 / 161 ↗ ↘ 179 / 175 ↗ ↘</p> <p>I-15 On/Off-Ramp</p> <p>268 / 203 ↗ ↘ 529 / 378 ↗ ↘</p> <p>Main St</p>
<p>5</p> <p>147 / 486 ↗ ↘</p> <p>11 / 10 ↗ ↘ 63 / 167 ↗ ↘ 9 / 6 ↗ ↘</p> <p>Usborn St/National City Blvd</p> <p>201 / 30 ↗ ↘ 66 / 10 ↗ ↘ 11 / 4 ↗ ↘</p> <p>National City Blvd/E 1st St</p> <p>431 / 171 ↗ ↘ 694 / 193 ↗ ↘ 10 / 16 ↗ ↘</p>	<p>2</p> <p>17 / 90 ↗ ↘ 223 / 742 ↗ ↘ 527 / 88 ↗ ↘</p> <p>75 / 92 ↗ ↘ 262 / 32 ↗ ↘ 115 / 149 ↗ ↘</p> <p>Vesta St</p> <p>72 / 179 ↗ ↘ 310 / 450 ↗ ↘ 329 / 113 ↗ ↘</p> <p>Main St</p> <p>36 / 448 ↗ ↘ 11 / 144 ↗ ↘ 54 / 321 ↗ ↘</p>
<p>6</p> <p>231 / 359 ↗ ↘ 91 / 380 ↗ ↘ 14 / 12 ↗ ↘</p> <p>71 / 180 ↗ ↘ 38 / 112 ↗ ↘ 5 / 145 ↗ ↘</p> <p>Osborn St</p> <p>479 / 150 ↗ ↘ 94 / 111 ↗ ↘ 52 / 62 ↗ ↘</p> <p>Division St</p> <p>8 / 11 ↗ ↘ 877 / 177 ↗ ↘ 19 / 52 ↗ ↘</p>	<p>3</p> <p>109 / 494 ↗ ↘ 317 / 219 ↗ ↘</p> <p>39 / 106 ↗ ↘ 355 / 28 ↗ ↘ 188 / 544 ↗ ↘</p> <p>Main St</p> <p>Yama St</p> <p>63 / 58 ↗ ↘ 72 / 235 ↗ ↘</p> <p>715 / 383 ↗ ↘ 232 / 121 ↗ ↘</p>

Legend
X / Y = AM / PM PEAK HOUR
TURNING VOLUMES

FIGURE 4-3: Current (2023) Volumes for Main Street

7	139 / 4 ↕ 14 / 37 ↕ 5 / 7 Tidelands Ave	0 / 53 ↕ 1 / 149 ↕ 2 / 57 ↕	13 / 12 ↕ 321 / 7 ↕ 4 / 3 W 19th St	
	248 / 42 ↕ 36 / 211 ↕ 45 / 141 Cleveland Ave	25 / 22 ↕ 15 / 138 ↕ 15 / 122 ↕	114 / 6 ↕ 69 / 35 ↕ 32 / 24 W 19th St	9 / 12 ↕ 8 / 22 McKinley Ave
8	13 / 12 ↕ 321 / 7 ↕ 4 / 3 W 19th St	12 / 2 ↕ 59 / 291 ↕ 21 / 5 ↕	5 / 1 ↕ 8 / 15 W 19th St	136 / 0 ↕ 30 / 23 ↕ 9 / 7 ↕
	6 / 25 ↕ 12 / 41 ↕ 4 / 14 Wilson Ave	35 / 148 ↕ 22 / 148 ↕ 18 / 32 ↕	45 / 15 ↕ 73 / 45 ↕ 11 / 34 W 19th St/W 18th St	33 / 17 ↕ 128 / 52 ↕ 21 / 48 ↕
10	6 / 25 ↕ 12 / 41 ↕ 4 / 14 Wilson Ave	35 / 148 ↕ 22 / 148 ↕ 18 / 32 ↕	45 / 15 ↕ 73 / 45 ↕ 11 / 34 W 19th St/W 18th St	33 / 17 ↕ 128 / 52 ↕ 21 / 48 ↕

Legend
 X / Y = AM / PM PEAK HOUR
 TURNING VOLUMES

FIGURE 4-4: Current (2023) Volumes for 19th Street

Table 4-2. Current (2023) Level of Service for Main Street

#	Intersection	Control	Current (2023)			
			AM Peak Hour		PM Peak Hour	
			LOS	Delay (sec.)	LOS	Delay (sec.)
Main Street						
1*	Main St & I-15 Ramps	Signal	D	37.1	C	27.3
2	Main St & Vesta St	Signal	C	25.1	F	177.8
3	Main St & Yama St	Signal	C	28.0	D	43.8
4	Main St & Division St / Roosevelt St (<i>Worst Approach/ Movement</i>)	SSSC	F	>300 (NB)	F	>300 (NB)
5*	National City Boulevard and 1st Street / Osborn Street	Signal	C	29.8	C	23.5
6	Division Street and Osborn Street	AWSC	F	149.0	F	53.1

Note:

*HCM 2000 Methodology reported. All remaining locations represent HCM 6th methodology.

Average intersection delay reported for Signal and AWSC intersections; Worst case approach and movement delay reported for SSSC intersections.

Table 4-3. Current (2023) Level of Service for 19th Street

#	Intersection	Control	Current (2023)			
			AM Peak Hour		PM Peak Hour	
			LOS	Delay (sec.)	LOS	Delay (sec.)
19th Street						
7	Tidelands Avenue & 19th Street	Signal	B	10.2	A	7.2
8	Cleveland Avenue & 19th Street <i>Worst Approach</i>	SSSC	C	15.8	C	22.1
	Cleveland Avenue & 19th Street <i>Worst Movement</i>		C	18.3 (EBTL)	D	30.4 (EBTL)
9	McKinley Avenue & 19th Street <i>Worst Approach</i>	SSSC	A	9.6	B	11.0
	McKinley Avenue & 19th Street <i>Worst Movement</i>		A	9.6 (NB)	B	11.0 (NB)
10	Wilson Avenue & 19th Street	AWSC	A	9.2	B	11.8

Note:

*HCM 2000 Methodology reported. All remaining locations represent HCM 6th methodology.

Average intersection delay reported for Signal and AWSC intersections; Worst case approach and movement delay reported for SSSC intersections.

Table 4-4. Current (2023) Arterial Travel Time for Main Street

Direction	Segment	Current (2023)	
		AM Peak Hour	PM Peak Hour
		Travel Time (min.)	Travel Time (min.)
Main Street			
EB	32nd to I-15 Ramps	3.1	4.0
WB	I-15 Ramps to 32nd	2.9	3.0

Table 4-5. Current (2023) Arterial Travel Time for 19th Street

Direction	Segment	Current (2023)	
		AM Peak Hour	PM Peak Hour
		Travel Time (min.)	Travel Time (min.)
19th Street			
EB	Tidelands Avenue to McKinley Avenue	0.5	1.0

4.4 FUTURE (2030) BASELINE CONDITIONS

The Future (2030) baseline conditions are based on existing traffic volumes and ambient growth along major roadways, with roadway geometry and traffic control modifications assumed in year 2030. The following two projects that are near construction were assumed to be completed by 2030:

- 8th and Roosevelt Active Transportation Corridor Project
- West 19th Street Greenway Improvement Project

Overview of these plans for these projects can be found in Appendix D.

4.4.1 FUTURE (2030) BASELINE PEAK-HOUR TURNING MOVEMENT VOLUMES

Future (2030) Baseline volumes were determined by applying an annual growth rate to existing (2023) volumes. Annual growth rates for roadway segments within the Study Area were derived from the San Diego Association of Governments (SANDAG) Transportation Forecast Information Center (TFIC) data portal. An annual growth rate was calculated for each roadway segment based on Year 2025 and 2050 volumes from TFIC. The growth rates were averaged with the exception of any segments that were projecting negative growth, to be conservative. The resulting average growth rate for the Study Area was determined to be approximately 0.5 percent. Therefore, an annual growth rate of 0.5 percent was applied to intersections along the Main Street corridor. For the remaining intersections along 19th Street, an annual growth rate of 0.75 percent was applied instead based on discussion with NBSD about anticipated growth that may not be factored into the SANDAG model. The resulting future (2030) volumes are illustrated in Figure 4-5 and Figure 4-6.

4.4.2 FUTURE (2030) BASELINE LEVEL OF SERVICE

Traffic operations were evaluated for the two study corridors under future traffic conditions using SimTraffic to calculate the travel time from one end of each corridor to the other during each peak hour. Results of the analysis are presented in Table 4-6 and Table 4-7.

All study intersections function within acceptable LOS standards under this analysis scenario except for the following intersections:

- #2 – Main Street and Vesta Street – PM peak only
- #3 – Main Street and Yama Street – PM peak only
- #4 – Main Street and Division Street – PM peak only
- #6 – Division Street and Osborn Street – AM and PM peak
- #8 – Cleveland Avenue and 19th Street – PM peak only

4.4.3 FUTURE (2030) ARTERIAL TRAVEL TIME

Traffic operations were evaluated for the two study corridors under future traffic conditions using SimTraffic to calculate the travel time from one end of each corridor to the other during each peak hour. Results of the analysis are presented in Table 4-8 and Table 4-9.

<p>1</p> <p>517 / 167 ↗</p> <p>186 / 182 ↘</p> <p>I-15 On/Off-Ramp</p> <p>↗ 278 / 211</p> <p>↘ 548 / 392</p> <p>Main St</p>	<p>2</p> <p>78 / 96 ↗</p> <p>272 / 34 ↘</p> <p>120 / 155 ↗</p> <p>Vesta St</p> <p>↗ 75 / 186</p> <p>↘ 322 / 466</p> <p>↗ 341 / 118</p> <p>Main St</p>	<p>3</p> <p>41 / 110 ↗</p> <p>368 / 29 ↘</p> <p>195 / 564 ↗</p> <p>Yama St</p> <p>↗ 551 / 470</p> <p>↘ 241 / 126</p> <p>0</p>
<p>48 / 395 ↗</p> <p>200 / 670 ↘</p>	<p>18 / 94 ↗</p> <p>231 / 769 ↘</p> <p>546 / 92 ↗</p>	<p>190 / 759 ↗</p> <p>329 / 227 ↘</p>
<p>4</p> <p>156 / 288 ↗</p> <p>7 / 10 ↘</p> <p>3 / 3 ↗</p> <p>Roosevelt Ave</p> <p>↗ 63 / 11</p> <p>↘ 473 / 190</p> <p>↗ 9 / 7</p> <p>National City Blvd/Division St</p>	<p>5</p> <p>12 / 11 ↗</p> <p>66 / 173 ↘</p> <p>10 / 7 ↗</p> <p>Osborn St/National City Blvd</p> <p>↗ 209 / 32</p> <p>↘ 69 / 11</p> <p>↗ 12 / 5</p> <p>National City Blvd/E 1st St</p>	<p>6</p> <p>74 / 187 ↗</p> <p>40 / 116 ↘</p> <p>6 / 151 ↗</p> <p>Osborn St</p> <p>↗ 497 / 156</p> <p>↘ 98 / 115</p> <p>↗ 54 / 65</p> <p>Division St</p>
<p>183 / 741 ↗</p> <p>149 / 507 ↘</p> <p>129 / 318 ↗</p>	<p>153 / 504 ↗</p>	<p>240 / 372 ↗</p> <p>95 / 394 ↘</p> <p>15 / 13 ↗</p>
<p>164 / 118 ↗</p> <p>73 / 12 ↘</p> <p>13 / 28 ↗</p>	<p>447 / 178 ↗</p> <p>719 / 200 ↘</p> <p>11 / 17 ↗</p>	<p>9 / 12 ↗</p> <p>909 / 184 ↘</p> <p>20 / 54 ↗</p>

Legend
 X / Y = AM / PM PEAK HOUR
 TURNING VOLUMES

FIGURE 4-5: Future (2030) Volumes for Main Street

<p>7</p> <p>↔ 147 / 5 ↕ 15 / 39 ↔ 6 / 8</p> <p>Tidelands Ave</p>	<p>↔ 14 / 13 ↕ 339 / 8 ↔ 5 / 4</p> <p>W 19th St</p>	<p>8</p> <p>↔ 262 / 45 ↕ 38 / 223 ↔ 12 / 5</p> <p>Cleveland Ave</p>	<p>↔ 121 / 7 ↕ 114 / 80 ↔ 8 / 1</p> <p>W 19th St</p>	<p>9</p> <p>↕ 10 / 13</p> <p>McKinley Ave</p>	<p>10</p> <p>↔ 7 / 27 ↕ 13 / 44 ↔ 5 / 15</p> <p>Wilson Ave</p>	<p>↔ 0 / 56 ↕ 2 / 158 ↔ 3 / 61</p>	<p>↔ 37 / 156 ↕ 24 / 156 ↔ 19 / 34</p>
						<p>↔ 144 / 0 ↕ 32 / 25 ↔ 10 / 8</p>	<p>↔ 48 / 16 ↕ 77 / 48 ↔ 12 / 36</p> <p>W 19th St/W 18th St</p>

Legend
X / Y = AM / PM PEAK HOUR
TURNING VOLUMES

FIGURE 4-6: Future (2030) Volumes for 19th Street

Table 4-6. Future (2030) Baseline Level of Service for Main Street

#	Intersection	Control	Future (2030) Baseline			
			AM Peak Hour		PM Peak Hour	
			LOS	Delay (sec.)	LOS	Delay (sec.)
Main Street						
1*	Main St & I-15 Ramps	Signal	C	28.2	C	33.8
2	Main St & Vesta St	Signal	C	21.5	F	124.5
3	Main St & Yama St	Signal	D	50.0	F	117.7
4	Main St & Division St	Signal	C	28.9	F	88.2
5*	National City Boulevard & 1st Street / Osborn Street	Signal	C	32.2	C	23.8
6	Division Street & Osborn Street	AWSC	F	171.3	F	62.5

Note:

*HCM 2000 Methodology reported. All remaining locations represent HCM 6th methodology.

Average intersection delay reported for Signal and AWSC intersections; Worst case approach and movement delay reported for SSSC intersections.

Table 4-7. Future (2030) Baseline Level of Service for 19th Street

#	Intersection	Control	Future (2030) Baseline			
			AM Peak Hour		PM Peak Hour	
			LOS	Delay (sec.)	LOS	Delay (sec.)
19th Street						
7	Tidelands Avenue & 19th Street	Signal	B	10.5	A	7.3
8	Cleveland Avenue & 19th Street <i>Worst Approach</i>	SSSC	C	17.0 (EBTL)	D	26.7
	Cleveland Avenue & 19th Street <i>Worst Movement</i>		C	19.8 (EBTL)	E	38.3
9	McKinley Avenue & 19th Street	AWSC	A	7.0	A	6.9
10	Wilson Avenue & 19th Street	AWSC	A	9.4	B	12.7

Note:

*HCM 2000 Methodology reported. All remaining locations represent HCM 6th methodology.

Average intersection delay reported for Signal and AWSC intersections; Worst case approach and movement delay reported for SSSC intersections.

Table 4-8. Future (2030) Arterial Travel Time for Main Street

Direction	Segment	Future (2030)	
		AM Peak Hour	PM Peak Hour
		Travel Time (min.)	Travel Time (min.)
Main Street			
EB	I-15 Ramps to 1st Street	3.2	19.3
WB	1st Street to I-15 Ramps	4.5	18.7

Table 4-9. Future (2030) Arterial Travel Time for 19th Street

Direction	Segment	Future (2030)	
		AM Peak Hour	PM Peak Hour
		Travel Time (min.)	Travel Time (min.)
19th Street			
EB	Tidelands Avenue to Wilson Avenue	1.1	1.1

4.5 FUTURE (2030) PLUS IMPROVEMENTS CONDITIONS

The Future (2030) Plus Improvements conditions are based on the future baseline conditions, with the following project improvements to improve intersection and corridor operations:

- Main Street from I-15 Ramps to Division Street
 - » Widen Main Street between I-15 Ramps and Division Street from a 3-lane section to a 5-lane section
- Main Street and Yama Street
 - » Convert a westbound through lane on Main Street to a second westbound left-turn lane
 - » Add second southbound lane on Yama Street
- Main Street and Division Street
 - » Modify signal phasing so that eastbound and westbound Main Street and National City Boulevard are split phased
 - » Modify eastbound Main Street approach geometry to one eastbound left-turn lane, one eastbound shared through-left lane, and one eastbound shared through-right lane
 - » Modify southbound Division Street approach geometry to one right turn lane only
- 19th Street from Tidelands Avenue to Wilson Avenue
 - » Remove one eastbound through lane to repurpose roadway space for a Class IV bikeway (one-way or two-way)
- 19th Street and Tidelands Avenue
 - » Convert eastbound shared through-left lane to exclusive left-turn lane
 - » Extend northbound left-turn lane to 150'

4.5.1 FUTURE (2030) PLUS IMPROVEMENTS PEAK-HOUR TURNING MOVEMENT VOLUMES

The project improvements will not affect the number of trips or distribution patterns; therefore, the volumes remain unchanged from the Future (2030) Conditions. Future (2030) Plus Improvements volumes are illustrated in Figure 4-5 and Figure 4-6.

4.5.2 FUTURE (2030) PLUS IMPROVEMENTS LEVEL OF SERVICE

Traffic operations were evaluated at the study intersections under future traffic conditions. Results of the analysis are presented in Table 4-10 and Table 4-11.

All study intersections function within acceptable LOS standards under this analysis scenario except for the following intersections:

- #6 – Division Street and Osborn Street – AM and PM peak

4.5.3 FUTURE (2030) PLUS IMPROVEMENTS ARTERIAL TRAVEL TIME

Traffic operations were evaluated for the two study corridors under future plus improvements traffic conditions using SimTraffic to calculate the travel time from one end of each corridor to the other during each peak hour. Results of the analysis are presented in Table 4-12 and Table 4-13.

Table 4-10. Future (2030) Plus Improvements Level of Service for Main Street

#	Intersection	Control	Future (2030) Plus Improvements			
			AM Peak Hour		PM Peak Hour	
			LOS	Delay (sec.)	LOS	Delay (sec.)
Main Street						
1*	Main St & I-15 Ramps	Signal	C	28.2	C	33.8
2	Main St & Vesta St	Signal	C	30.0	C	21.0
3	Main St & Yama St	Signal	C	22.0	D	39.5
4*	Main St & Division St	Signal	C	28.9	C	33.1
5*	National City Boulevard & 1st Street / Osborn Street	Signal	C	32.1	C	23.9
6	Division Street & Osborn Street	AWSC	F	174.5	F	64.0

Note:

*HCM 2000 Methodology reported. All remaining locations represent HCM 6th methodology.

Average intersection delay reported for Signal and AWSC intersections; Worst case approach and movement delay reported for SSSC intersections.

Table 4-11. Future (2030) Plus Improvements Level of Service for 19th Street

#	Intersection	Control	Future (2030) Plus Improvements			
			AM Peak Hour		PM Peak Hour	
			LOS	Delay (sec.)	LOS	Delay (sec.)
19th Street						
7	Tidelands Avenue & 19th Street	Signal	B	10.5	A	7.7
8	Cleveland Avenue & 19th Street <i>Worst Approach</i>	SSSC	B	13.6	C	15.1
	Cleveland Avenue & 19th Street <i>Worst Movement</i>		C	18.6 (EBL)	C	17.1 (EBL)
9	McKinley Avenue & 19th Street	AWSC	A	7.0	A	6.9
10	Wilson Avenue & 19th Street	AWSC	A	9.4	B	12.7

Note:

*HCM 2000 Methodology reported. All remaining locations represent HCM 6th methodology.

Average intersection delay reported for Signal and AWSC intersections; Worst case approach and movement delay reported for SSSC intersections.

Table 4-12. Future (2030) Plus Improvements Arterial Travel Time for Main Street

Direction	Segment	Future (2030) Plus Improvements	
		AM Peak Hour	PM Peak Hour
		Travel Time (min.)	Travel Time (min.)
Main Street			
EB	32nd to I-15 Ramps	3.5	4.1
WB	I-15 Ramps to 32nd	3.0	3.1

Table 4-13. Future (2030) Plus Improvements Arterial Travel Time for 19th Street

Direction	Segment	Future (2030) Plus Improvements	
		AM Peak Hour	PM Peak Hour
		Travel Time (min.)	Travel Time (min.)
19th Street			
EB	Tidelands Avenue to McKinley Avenue	1.1	1.4

4.6 FUTURE (2030) PLUS VESTA BRIDGE CONDITIONS

The Vesta Bridge project will provide a direct bridge connection between the Wet Side of Vesta Street and the Dry Side of Vesta Street over the rail line. As a result of the bridge construction, the intersections along Vesta Street at McCandless Boulevard, Harbor Drive, and Knowlton Williams Road will be removed and Gate #7 will also be eliminated. Northbound and southbound through movements will still be allowed along McCandless Boulevard but turning movements to and from Vesta Street on McCandless Boulevard will no longer be feasible.

The Future (2030) Plus Vesta Bridge scenario incorporates the anticipated modifications to the roadway network and travel patterns as a result of the Vesta Street Bridge project.

4.6.1 FUTURE (2030) PLUS VESTA BRIDGE PEAK-HOUR TURNING MOVEMENT VOLUMES

Traffic volumes were assumed to be redistributed from Gate #7 to nearby gates along Harbor Drive such as Gates #6, #9, and #53 as a result of the Vesta Street bridge project. In addition, vehicles paths using existing roadways to access the gates along Harbor Drive were assumed to be redirected to use the new Vesta Street Bridge which will provide a more direct route to the Wet Side. These vehicles were rerouted to use Gates #29, #32, and #43. The number of vehicles that will be rerouted to use the Vesta Bridge were derived from the *Comprehensive Traffic Study Final Report, December 2021*¹. The study utilized Streetlight Data to determine the vehicle demand traveling between the Wet Side and Dry Side.

Based on the Streetlight Data and the existing volumes at Gate #7, the Vesta Bridge volumes resulted in 356 vehicles anticipated to be traveling from the wet to Dry Side (northbound on Vesta Bridge) and 560 vehicles from the dry to Wet Side (southbound on Vesta Bridge) in the AM peak hour. In the PM peak hour, 935 vehicles are anticipated to travel from the wet to Dry Side (northbound on Vesta Bridge) and 162 vehicles from the dry to Wet Side (southbound on Vesta Bridge). Future (2030) volumes were then adjusted to reflect the removal of Gate #7 and redistribution of volumes to Vesta Bridge. Table 4-14 summarizes the volume adjustments made for each of the gates. Redistribution of volumes at the remaining gates were reviewed and approved by the NBSD.

The resulting Future (2030) Plus Vesta Bridge volumes are illustrated in Figure 4-7 and Figure 4-8.

4.6.2 FUTURE (2030) PLUS VESTA BRIDGE LEVEL OF SERVICE

Traffic operations were evaluated at the study intersections under future traffic conditions. Results of the analysis are presented in Table 4-15 and Table 4-16.

All study intersections function within acceptable LOS standards under this analysis scenario except for the following intersections:

- #2 – Main Street and Vesta Street – AM and PM peak
- #3 – Main Street and Yama Street – AM and PM peak
- #4 – Main Street and Division Street – AM and PM peak
- #6 – Division Street and Osborn Street – AM and PM peak

4.6.3 FUTURE (2030) PLUS VESTA BRIDGE ARTERIAL TRAVEL TIME

Traffic operations were evaluated for the two study corridors under future plus Vesta Bridge traffic conditions using SimTraffic to calculate the travel time from one end of each corridor to the other during each peak hour. Results of the analysis are presented in Table 4-17 and Table 4-18.

¹ Comprehensive Traffic Study Final Report for the Naval Base San Diego, Transportation Engineering Agency and Gannett Fleming, December 2021.

Table 4-14. Vesta Bridge Redistribution Percentages to Nearby Gates

Gate	AM Peak Hour (Outbound)		PM Peak Hour (Inbound)	
	Net Total	Percent	Net Total	Percent
Gate #6 (32nd Street)	-19	-5%	-16	-10%
Gate #7 (Harbor Drive)	-387	-100%	-159	-100%
Gate #9 (8th Street)	116	30%	48	30%
Gate #13 (19th Street)	58	15%	32	20%
Gate #29 (Vesta Street)	135	35%	48	30%
Gate #32 (Yama Street)	77	20%	32	20%
Gate #43 (Norman Scott)	19	5%	16	10%

Note:

*HCM 2000 Methodology reported. All remaining locations represent HCM 6th methodology.

Average intersection delay reported for Signal and AWSC intersections; Worst case approach and movement delay reported for SSSC intersections.

1 48 / 395 182 / 691	517 / 167 ↕ 355 / 182 I-15 On/Off-Ramp	278 / 211 542 / 392 Main St	2 18 / 94 293 / 801 753 / 97	78 / 96 ↕ 272 / 34 120 / 155 Vesta St	75 / 186 359 / 560 511 / 161 Main St	3 296 / 1177 406 / 261	135 / 144 ↕ 519 / 51 195 / 564 Yama St	656 / 542 285 / 95 0
	341 / 1332 173 / 601 107 / 312			228 / 304 ↕ 23 / 12 3 / 3 Roosevelt Ave			63 / 11 538 / 181 9 / 7 National City Blvd/Division St	
176 / 152 73 / 12 13 / 28	177 / 598	386 / 916 107 / 441 15 / 13	9 / 12 909 / 184 20 / 61	4	5	6		

Legend
 X / Y = AM / PM PEAK HOUR
 TURNING VOLUMES

FIGURE 4-7: Future (2030) Volumes Plus Improvements Plus Vesta Street Bridge for Main Street

10	7 / 27 ↺ ↻ 13 / 44 ↺ ↻ 5 / 15 Wilson Ave	48 / 16 ↺ ↻ 63 / 44 ↺ ↻ 12 / 36 W 19th St/W 18th St	37 / 156 ↺ ↻ 24 / 156 ↺ ↻ 19 / 34 ↺ ↻	35 / 18 ↺ ↻ 135 / 55 ↺ ↻ 23 / 51 ↺ ↻
	28 / 301 32 / 224 3 / 61 ↺ ↻ ↺ ↻ ↺ ↻	144 / 0 32 / 25 10 / 8 ↺ ↻ ↺ ↻ ↺ ↻	14 / 13 491 / 38 5 / 4 ↺ ↻ ↺ ↻ ↺ ↻ W 19th St	155 / 7 ↺ ↻ 15 / 39 ↺ ↻ 6 / 8 ↺ ↻ Tidelands Ave
9	27 / 50 23 / 6 ↺ ↻ ↺ ↻	10 / 13 ↺ ↻ McKinley Ave	27 / 50 23 / 6 ↺ ↻ ↺ ↻	10 / 13 ↺ ↻ McKinley Ave
	39 / 165 31 / 55 19 / 145 ↺ ↻ ↺ ↻ ↺ ↻	145 / 12 114 / 80 8 / 1 ↺ ↻ ↺ ↻ ↺ ↻ W 19th St	390 / 70 ↺ ↻ 38 / 223 ↺ ↻ 12 / 5 ↺ ↻ Cleveland Ave	390 / 70 ↺ ↻ 38 / 223 ↺ ↻ 12 / 5 ↺ ↻ Cleveland Ave
7	28 / 301 32 / 224 3 / 61 ↺ ↻ ↺ ↻ ↺ ↻	144 / 0 32 / 25 10 / 8 ↺ ↻ ↺ ↻ ↺ ↻	14 / 13 491 / 38 5 / 4 ↺ ↻ ↺ ↻ ↺ ↻ W 19th St	155 / 7 ↺ ↻ 15 / 39 ↺ ↻ 6 / 8 ↺ ↻ Tidelands Ave
	28 / 301 32 / 224 3 / 61 ↺ ↻ ↺ ↻ ↺ ↻	144 / 0 32 / 25 10 / 8 ↺ ↻ ↺ ↻ ↺ ↻	14 / 13 491 / 38 5 / 4 ↺ ↻ ↺ ↻ ↺ ↻ W 19th St	155 / 7 ↺ ↻ 15 / 39 ↺ ↻ 6 / 8 ↺ ↻ Tidelands Ave

Legend
 X / Y = AM / PM PEAK HOUR
 TURNING VOLUMES

FIGURE 4-8: Future (2030) Volumes Plus Improvements Plus Vesta Street Bridge for 19th Street

Table 4-15. Future (2030) Plus Vesta Bridge Level of Service for Main Street

#	Intersection	Control	Future (2030) Plus Vesta Bridge			
			AM Peak Hour		PM Peak Hour	
			LOS	Delay (sec.)	LOS	Delay (sec.)
Main Street						
1*	Main St & I-15 Ramps	Signal	D	40.9	C	33.7
2	Main St & Vesta St	Signal	F	96.9	F	263.6
3	Main St & Yama St	Signal	F	107.3	F	>300
4	Main St & Division St	Signal	E	75.7	F	254.1
5*	National City Boulevard & 1st Street / Osborn Street	Signal	D	36.8	C	25.2
6	Division Street & Osborn Street	AWSC	F	234.1	F	>300

Note:

*HCM 2000 Methodology reported. All remaining locations represent HCM 6th methodology.

Average intersection delay reported for Signal and AWSC intersections; Worst case approach and movement delay reported for SSSC intersections.

Table 4-16. Future (2030) Plus Vesta Bridge Level of Service for 19th Street

#	Intersection	Control	Future (2030) Plus Vesta Bridge			
			AM Peak Hour		PM Peak Hour	
			LOS	Delay (sec.)	LOS	Delay (sec.)
19th Street						
7	Tidelands Avenue & 19th Street	Signal	B	11.3	A	8.2
8	Cleveland Avenue & 19th Street <i>Worst Approach</i>	SSSC	C	23.4	C	16.2
	Cleveland Avenue & 19th Street <i>Worst Movement</i>		D	27.1 (EBTL)	C	19.1 (EBTL)
9	McKinley Avenue & 19th Street	AWSC	A	6.7	A	6.8
10	Wilson Avenue & 19th Street	AWSC	A	9.3	B	12.7

Note:

*HCM 2000 Methodology reported. All remaining locations represent HCM 6th methodology.

Average intersection delay reported for Signal and AWSC intersections; Worst case approach and movement delay reported for SSSC intersections.

Table 4-17. Future (2030) Plus Vesta Bridge Arterial Travel Time for Main Street

Direction	Segment	Future (2030) Plus Vesta Bridge	
		AM Peak Hour	PM Peak Hour
		Travel Time (min.)	Travel Time (min.)
Main Street			
EB	32nd to I-15 Ramps	5.7	69.9*
WB	I-15 Ramps to 32nd	12.7	16.1

Note:

*This level of delay is not realistic as it is anticipated that travelers would choose a different route rather than travel in this level of congestion.

Table 4-18. Future (2030) Plus Vesta Bridge Arterial Travel Time for 19th Street

Direction	Segment	Future (2030) Plus Vesta Bridge	
		AM Peak Hour	PM Peak Hour
		Travel Time (min.)	Travel Time (min.)
19th Street			
EB	Tidelands Avenue to McKinley Avenue	0.9	1.1

4.7 FUTURE (2030) PLUS VESTA BRIDGE PLUS IMPROVEMENTS CONDITIONS

The Future (2030) Plus Vesta Bridge Plus Improvements conditions are based on the future plus Vesta Bridge conditions, with the following project improvements:

- Main Street from I-15 Ramps to Division Street
 - » Widen Main Street between I-15 Ramps and Division Street from a 3-lane section to a 5-lane section
- Main Street and Yama Street
 - » Implement the following lane geometry
 - 1 northbound left-turn lane, 1 northbound right-turn lane
 - 1 southbound left-turn lane, 1 southbound shared through-right lane, 1 southbound right-turn lane
 - 1 eastbound through lane, 1 eastbound shared through-right lane
 - 2 westbound left-turn lanes, 2 westbound through lanes
 - » Add second southbound lane on Yama Street
- Main Street and Vesta Street
 - » Implement the following lane geometry
 - 2 northbound left-turn lanes, 1 northbound shared through-right lane, 1 northbound right-turn lane
 - 1 southbound left-turn lane, 1 southbound shared through-right lane
 - 1 eastbound left-turn lane, 1 eastbound through lane, 1 eastbound shared through-right lane, 1 eastbound right-turn lane
 - 1 westbound left-turn lane, 1 westbound through lane, 1 eastbound shared through-right lane
- Main Street and Division Street
 - » Modify signal phasing so that eastbound and westbound Main Street and National City Boulevard are split phased
 - » Modify eastbound Main Street approach geometry to one eastbound left-turn lane, one eastbound shared through-left lane, and one eastbound shared through-right lane
 - » Modify southbound Division Street approach geometry to one right turn lane only
- 19th Street from Tidelands Avenue to Wilson Avenue
 - » Remove one eastbound through lane to repurpose roadway space for a Class IV bikeway (one-way or two-way)
- 19th Street and Tidelands Avenue
 - » Convert eastbound shared through-left lane to exclusive left-turn lane
 - » Extend northbound left-turn lane to 150'

4.7.1 FUTURE (2030) PLUS VESTA BRIDGE PLUS IMPROVEMENTS PEAK-HOUR TURNING MOVEMENT VOLUMES

The project will not affect the number or distribution of trips; therefore, the volumes remain unchanged from the Future (2030) Plus Vesta Street Bridge Conditions. Future (2030) Plus Vesta Bridge Plus Improvements volumes are illustrated in Figure 4-7 and Figure 4-8.

4.7.2 FUTURE (2030) PLUS VESTA BRIDGE PLUS IMPROVEMENTS LEVEL OF SERVICE

Traffic operations were evaluated at the study intersections under future traffic conditions. Results of the analysis are presented in Table 4-19 and Table 4-20.

All study intersections function within acceptable LOS standards under this analysis scenario.

4.7.3 FUTURE (2030) PLUS VESTA BRIDGE PLUS IMPROVEMENTS ARTERIAL TRAVEL TIME

Traffic operations were evaluated for the two study corridors under future plus Vesta Bridge plus improvements traffic conditions using SimTraffic to calculate the travel time from one end of each corridor to the other during each peak hour. Results of the analysis are presented in Table 4-21 and Table 4-22.

Table 4-19. Future (2030) Plus Vesta Bridge Plus Improvements Level of Service for Main Street

#	Intersection	Control	Future (2030) Plus Vesta Bridge Plus Improvements			
			AM Peak Hour		PM Peak Hour	
			LOS	Delay (sec.)	LOS	Delay (sec.)
Main Street						
1*	Main St & I-15 Ramps	Signal	D	40.9	C	33.7
2	Main St & Vesta St	Signal	D	38.7	C	24.8
3	Main St & Yama St	Signal	C	29.7	C	32.9
4	Main St & Division St	Signal	D	37.9	D	40.2
5*	National City Boulevard & 1st Street / Osborn Street	Signal	D	36.6	C	25.3
6	Division Street & Osborn Street	Signal	D	51.9	D	52.4

Note:

*HCM 2000 Methodology reported. All remaining locations represent HCM 6th methodology.

Average intersection delay reported for Signal and AWSC intersections; Worst case approach and movement delay reported for SSSC intersections.

Table 4-20. Future (2030) Plus Vesta Bridge Plus Improvements Level of Service for 19th Street

#	Intersection	Control	Future (2030) Plus Vesta Bridge Plus Improvements			
			AM Peak Hour		PM Peak Hour	
			LOS	Delay (sec.)	LOS	Delay (sec.)
19th Street						
7	Tidelands Avenue & 19th Street	Signal	B	11.3	A	8.2
8	Cleveland Avenue & 19th Street <i>Worst Approach</i>	SSSC	C	20.6	C	15.9
	Cleveland Avenue & 19th Street <i>Worst Movement</i>		D	25.6 (EBL)	C	18.7 (EBL)
9	McKinley Avenue & 19th Street	AWSC	A	6.7	A	6.8
10	Wilson Avenue & 19th Street	AWSC	A	9.3	B	12.7

Note:

*HCM 2000 Methodology reported. All remaining locations represent HCM 6th methodology.

Average intersection delay reported for Signal and AWSC intersections; Worst case approach and movement delay reported for SSSC intersections.

Table 4-21. Future (2030) Plus Vesta Bridge Plus Improvements Arterial Travel Time for Main Street

Direction	Segment	Future (2030) Plus Vesta Bridge Plus Improvements	
		AM Peak Hour	PM Peak Hour
		Travel Time (min.)	Travel Time (min.)
Main Street			
EB	32nd to I-15 Ramps	3.8	6.7
WB	I-15 Ramps to 32nd	3.6	4.1

Table 4-22. Future (2030) Plus Vesta Bridge Plus Improvements Arterial Travel Time for 19th Street

Direction	Segment	Future (2030) Plus Vesta Bridge Plus Improvements	
		AM Peak Hour	PM Peak Hour
		Travel Time (min.)	Travel Time (min.)
19th Street			
EB	Tidelands Avenue to McKinley Avenue	1.3	1.3

Table 4-23. LOS Results Summary for Main Street

#	Intersection	Existing (2023)			Future (2030) Baseline			Future (2030) + Improvements			Future (2030) + Vesta Bridge			Future (2030) + Vesta Bridge + Improvements		
		Control	AM	PM	Control	AM	PM	Control	AM	PM	Control	AM	PM	Control	AM	PM
Main Street																
1*	Main St & I-15 Ramps	Signal	D	C	Signal	C	C	Signal	C	C	Signal	D	C	Signal	D	C
2	Main St & Vesta St	Signal	C	F	Signal	C	F	Signal	C	C	Signal	F	F	Signal	D	C
3	Main St & Yama St	Signal	C	D	Signal	D	F	Signal	C	D	Signal	F	F	Signal	C	C
4*	Main St & Division St	SSSC	F	F	Signal	C	F	Signal	C	C	Signal	E	F	Signal	D	D
	Worst Movement		F	F		-	-		-	-		-	-			
5*	National City Boulevard & 1st Street / Osborn Street	Signal	C	C	Signal	C	C	C	C	Signal	D	C	Signal	D	C	
6	Division Street & Osborn Street	AWSC	F	F	AWSC	F	F	F	F	AWSC	F	F	Signal	D	D	

Note:

*HCM 2000 Methodology reported. All remaining locations represent HCM 6th methodology.

Average intersection delay reported for Signal and AWSC intersections; Worst case approach and movement delay reported for SSSC intersections.

4.8 TRAFFIC ANALYSIS SUMMARY

Table 4-23, Table 4-24, Table 4-25, and Table 4-26 present a summary of the results of the LOS and travel time analysis, respectively, for each scenario.

The following conclusions can be drawn from the summary tables on the previous pages:

- Current (2023) Conditions show delays exceeding 300 seconds at the worst approach for the intersection of Main Street and Division Street in both the AM and PM peak hours. Signalizing the intersection as part of the 8th and Roosevelt project is expected to significantly improve operations at this intersection.
- Current (2023) and Future (2030) Baseline Conditions show unacceptable LOS F operations at the intersection of Division Street and Osbourne Street in both the AM and PM peak hours. Operations are expected to deteriorate at this location with construction of the Vesta Street Bridge project. Signalizing the intersection is recommended to improve the delay to acceptable LOS D.
- With the construction of the Vesta Street Bridge in Future (2030) conditions, the arterial travel time for Main Street going eastbound could take over an hour during the PM peak (note this level of delay is not realistic as it is anticipated that travelers would choose a different route rather than travel in this level of congestion). Implementing the recommended improvements along Main Street would decrease the travel time to approximately 7 minutes.
- With the construction of the Vesta Street Bridge in Future (2030) conditions as shown in Figure 4-17, the intersections of Main Street and Vesta Street, Main Street and Yama Street, Main Street and Division Street will operate unacceptably at LOS E or F in the AM and PM peak hours. Lane geometry and signal timing modifications will improve the intersection delays to operate at acceptable LOS D or better.
- Repurposing one eastbound through lane to a Class IV bikeway on 19th Street does not significantly increase arterial travel time or delay. All intersections on 19th Street between Tideland Avenue and Wilson Avenue operate acceptably in the Future (2030) Plus Vesta Bridge Plus Improvements Conditions. The longest travel time is 1.4 minutes in the PM peak hour, in the Future (2030) Plus Improvements Conditions.

Table 4-24. LOS Results Summary for 19th Street

#	Intersection	Existing (2023)			Future (2030) Baseline			Future (2030) + Improvements			Future (2030) + Vesta Bridge			Future (2030) + Vesta Bridge + Improvements		
		Control	AM	PM	Control	AM	PM	Control	AM	PM	Control	AM	PM	Control	AM	PM
19th Street																
7	Tidelands Avenue & 19th Street	Signal	B	A	Signal	B	A	Signal	B	A	Signal	B	A	Signal	B	A
8	Cleveland Avenue & 19th Street	SSSC	C	C	SSSC	C	D	SSSC	B	C	SSSC	C	C	SSSC	C	C
	<i>Worst Movement</i>		C	D		C	E		C	C		D	C		D	C
9	McKinley Avenue & 19th Street	SSSC	A	B	SSSC	A	A	SSSC	A	A	SSSC	A	A	SSSC	A	A
	<i>Worst Movement</i>		A	B		-	-		-	-		-	-		-	-
10	Wilson Avenue & 19th Street	AWSC	A	B	AWSC	A	B	AWSC	A	B	AWSC	A	B	AWSC	A	B

Note:

*HCM 2000 Methodology reported. All remaining locations represent HCM 6th methodology.

Average intersection delay reported for Signal and AWSC intersections; Worst case approach and movement delay reported for SSSC intersections.

Table 4-25. Travel Time Results Summary for Main Street

#	Intersection	Existing (2023)		Future (2030) Baseline		Future (2030) + Improvements		Future (2030) + Vesta Bridge		Future (2030) + Vesta Bridge + Improvements	
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Main Street											
EB	I-15 Ramps to 1st Street	3.1	4.0	3.2	19.3	3.5	4.1	5.7	69.9	3.8	6.7
WB	1st Street to I-15 Ramps	2.9	3.0	4.5	18.7	3.0	3.1	12.7	16.1	3.6	4.1

Table 4-26. Travel Time Results Summary for 19th Street

#	Intersection	Existing (2023)		Future (2030) Baseline		Future (2030) + Improvements		Future (2030) + Vesta Bridge		Future (2030) + Vesta Bridge + Improvements	
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
19th Street											
EB	Tidelands Avenue to Wilson Street	0.5	1.0	1.1	1.1	1.1	1.4	0.9	1.1	1.3	1.3





5



Project

Recommendations

5.1 RECOMMENDED PROJECT LEVELS 1-3

As previously discussed in Chapter 3, the Team refined the list of projects from 139 to 26 priority projects based on specific criteria related to safety, mobility, congestion management, multimodal options, and connectivity, which are shown in Figure 3-1. This priority list was further refined down to 8 projects through a gradual process of meeting with the Policy Committee and representatives from the City of National City, the City of San Diego, and NBSD over several meetings to identify projects most supported for future implementation. Projects were removed after considering feedback such as maintaining the NBSD fence line, maintaining roadway capacity throughput, and combining existing projects. The combining of existing projects include the Main Street project which merged recommendations from the NBSD Comprehensive Traffic Study, the National City Downtown Specific Plan, and the 8th & Roosevelt project.

From the list of top 8 projects, the following project numbers were consolidated: 2, 6, 7, 8, 9, 10, 11, 17, 18, 19, 21. The NC 19th Street conversion to Bike/Ped project addresses projects 16 and 23. Moreover, there is already a planned traffic

signal project at 8th Street at Hoover Avenue, so project 12 was removed. It was decided by the stakeholders that project 24, located along Hoover Avenue from 30th Street to Mile of Cars Way, was too far from NBSD, so it was removed from this list. Since the Study will be approved by the National City Council and not the City of San Diego, the projects wholly within the City of San Diego projects (#1, 3, 4, 5, 15, 20, 22) were not carried forward. And finally, the Bayshore Bikeway Phase IV project reduces or eliminates the need for projects 13, 14, 25, 26, so those were also removed from the list.

This chapter summarizes the top priority projects broken down into three different tiers based on the level of support and ability to move forward. The project tiers are summarized in Table 5-1, and the projects are detailed on the following pages. Each project contains a cut-sheet summarizing the purpose of the project, location, and project features for ease of future grant funding applications. The concepts developed for these projects to help streamline the process for the City to implement the project or pursue grant funding are provided in Appendix E. Each concept incorporates any existing project concepts for the area that are anticipated to be constructed in the near future.

Table 5-1. Project List

Level*	City	Roadway	Extents	Recommendation
1	NC	Bay Marina Drive/ Mile of Cars Way	Cleveland Avenue to National City Boulevard	Safety and multimodal connectivity improvements
1	SD/NC	Main Street	Vesta Street to Division Street	Intersection and roadway capacity improvements
2	NC	National City Boulevard	18th Street to 26th Street	Pedestrian and driver safety improvements
2	NC	8th Street Pedestrian Bridge (Dry Side)	Paleta Creek to 8th Street Transit Center	Improve safety through pedestrian and bicycle bridge connections to Dry Side of NBSD
3	NC	8th Street (Pre-Signal)	8th Street Transit Center to Roosevelt Avenue	Transit Pre-Signals at areas with right- of-way constraints
3	NC	8th Street Pedestrian Bridge (Wet Side)	Harbor Drive to 8th Street Transit Center	Improve safety through pedestrian and bicycle bridge connections to Wet Side of NBSD
3	NC	19th Street	Tidelands Avenue to Cleveland Avenue	Safety and multimodal connectivity improvements
3	NC	Civic Center Drive	Tidelands Avenue to Cleveland Avenue	Closes connectivity gap within bicycle network and provides connectivity with Bayshore Bikeway

NC = National City | SD = San Diego

Level 1 Projects

Identified as high priority by project stakeholders. Level 1 includes an approximate 30% conceptual design plan.

Bay Marina Drive/Mile of Cars Way.....88

See Appendix E

Main Street.....90

See Appendix E

Level 2 Projects

Identified as medium priority by project stakeholders. Level 2 includes an approximate 10% conceptual design plan.

National City Boulevard.....92

8th Street Pedestrian Bridge (Dry Side).....94

Level 3 Projects

Identified as low priority by project stakeholders. Level 3 includes a list of improvements only. The 8th Street (Pre-Signal) project also includes an approximate 5% conceptual design plan as well.

8th Street (Pre-Signal).....96

8th Street Pedestrian Bridge (Wet Side).....99

19th Street.....100

Civic Center Drive.....102

LEVEL 1

Bay Marina Drive/Mile of Cars Way

Cleveland Avenue to National City Boulevard

PROJECT VICINITY



ROADWAY CHARACTERISTICS

Posted Speed	35 MPH
Functional Class	Major Arterial
Lanes (bi-directional)	4
Average Daily Traffic (ADT)¹	23,650 vehicles

¹Based on segment with highest ADT within the roadway limits

PROJECT BENEFITS

- Improves overall corridor safety by consolidating driveways for access management.
- Improves overall corridor safety by reducing curb radii and adding truck aprons.

PROJECT DESCRIPTION

The proposed project at Mile of Cars Way/Bay Marina Drive consists of various multimodal safety enhancements. The project improvements include:

- Adding medians to restrict turning movements and consolidate access points where historical collision data shows trends of angle collisions.
- Reducing curb radii and adding truck aprons, where feasible, to reduce speeds and reduce both number of crashes and severity of crashes. Trucks aprons are to be designed using the typical design vehicle for freeways, typically the WB-67.
- Add hardened centerlines to channelize traffic as a safety measure.
- Providing high visibility crosswalks, where feasible.

Stakeholder outreach and Policy Committee coordination resulted in lack of consensus on appropriate improvements and the request for this corridor to receive further study in the future. Given the high volumes of motor vehicles, and the need for capacity to not cause excessive delay along the corridor, it was decided to not remove travel lanes for biking facilities. Rather, the consideration was instead to repurpose the sidewalk as a Class I multi-use path with various possible alignments.

The proposed project has two alternative alignments between the I-5 southbound and northbound ramps intersections: build the path within the north abutment wall of both bridge structures (requires investigation into structural feasibility) or extend the existing sidewalk on the north side of Bay Marina Drive (requires narrowing of travel lanes). The latter alternative would not be preferred as it would require a travel lane reduction, and due to proximity to freeway on-ramps, Caltrans DIB-94 would not apply. Therefore, this alternative would require a design exception.

LEVEL 1

Main Street

Vesta Street to Division Street

PROJECT VICINITY



ROADWAY CHARACTERISTICS

Posted Speed	35 MPH
Functional Class	Collector
Lanes (bi-directional)	5
Average Daily Traffic (ADT)¹	14,350 vehicles

¹Based on segment with highest ADT within the roadway limits

PROJECT BENEFITS

- Provides additional capacity to roadway for drivers in conjunction with the Vesta Street Bridge project.
- Improves vehicular operations for access between the freeway and NBSD.

PROJECT DESCRIPTION

The proposed project for Main Street includes operational and capacity improvements to accommodate additional traffic entering NBSD Gates #29 (Vesta Street) and #32 (Yama Street) in conjunction with the Vesta Street Bridge project. The Vesta Street Bridge project will provide access between the NBSD Wet and Dry Sides. These project improvements could be implemented prior to construction of the Vesta Street bridge to improve existing congestion issues related to NBSD. The proposed project improvements include:

- Increasing roadway capacity on Main Street from 3 lanes to 5 lanes by removing on-street parking on both sides of the roadway.
- Increasing roadway capacity on Division Street between National City Blvd and Osborn Street from 1 eastbound lane to 2 lanes.
- Increasing intersection turning movement capacity at the following intersections:
 - » Yama Street and Main Street – convert one northbound through lane to 2nd left turn lane.
 - » Roosevelt Street and Main Street – convert one southbound through lane to a shared through/left turn lane.
- Increasing roadway capacity on Yama Street south of Main Street from one southbound lane to two lanes. This requires roadway widening on the east side by approximately four'-six'.
- Signalizing the intersection of Division Street and Osborn Street

This project would connect with the National City project improvements for the 8th and Roosevelt project which includes signalization of the National City Blvd and Division Street intersection. This project also incorporates intersection capacity improvements for the Main Street and Vesta Street intersection to accommodate future traffic volumes from the Vesta Street Bridge project. An alternative is presented in the concept sheets which includes an exclusive eastbound right turn lane from Main Street to southbound Vesta Street that would require a Real Estate action by the Navy to modify the perimeter fence line.

Supporting Documentation: NBSD Comprehensive Traffic Study and National City Downtown Specific Plan

LEVEL 2

National City Boulevard

18th Street to 26th Street

PROJECT VICINITY



ROADWAY CHARACTERISTICS

Posted Speed	35 MPH
Functional Class	Major Arterial
Lanes (bi-directional)	4
Average Daily Traffic (ADT)¹	14,650 vehicles

¹Based on segment with highest ADT within the roadway limits

PROJECT BENEFITS

- Reduces potential for broadside collisions between minor street and major street vehicles
- Enhances pedestrian connectivity and pedestrian safety along National City Boulevard

PROJECT DESCRIPTION

The proposed project for National City Boulevard consists of redesigning intersections from 18th Street to 26th Street for pedestrian improvements. The project improvements include:

- Closing the median on National City Boulevard at 26th Street to restrict eastbound and westbound left-turn movements.
- Implementing Leading Pedestrian Intervals (LPIs) at signalized intersections.
- Implementing truck aprons, where feasible.
- Striping parking lane to reduce travel lane widths and slow speeds.

The proposed project would integrate with the existing (in progress) 22nd Street Improvements project which will remove the median, add pedestrian curb extensions at the intersection of National City Boulevard and 22nd Street, and implement a two-way protected bikeway on the south side of 22nd Street.

The Policy Committee was concerned additional pedestrian improvements could negatively affect vehicular throughput and cause congestion. Additional analysis will need to be incorporated as this project moves forward.

Supporting Documentation: National City INTRACONnect Study

LEVEL 2

8th Street Transit Center Pedestrian Bridge (Dry Side)

8th Street Transit Center to NBSD over Paleta Creek

PROJECT VICINITY



ROADWAY CHARACTERISTICS

Posted Speed	35 MPH
Functional Class	Major Arterial
Lanes (bi-directional)	4
Average Daily Traffic (ADT) ¹	23,950 vehicles

¹Based on segment with highest ADT within the roadway limits

PROJECT BENEFITS

- Promotes transit use.
- Provides direct pedestrian access from the transit center to the Dry Side of NBSD.

PROJECT DESCRIPTION

The proposed project for 8th Street consists of providing a pedestrian connection from the 8th Street Transit Center to the Dry Side over Paleta Creek. There is currently no pedestrian access from the 8th Street Transit Center to the Dry Side of NBSD. As a result, NBSD visitors and employees are not encouraged to use transit to access the southern portion of Dry Side. This proposed project would tie into the mobility hub at the 8th Street Transit Station from the National City Homefront to Waterfront plan, including the National City Clean Mobility Options (CMO) project.

This project will create a multi-use path and pedestrian/bicycle bridge over Paleta Creek and connecting into NBSD at Recreation Way with a new turnstile access gate. The multi-use path would be constructed between the MTS rail line and the NBSD perimeter fence line. The turnstile into NBSD may require a Real Estate action by the Navy to modify the perimeter fence line.

The project will require cooperation between NBSD, MTS, and the California Public Utility Commission (CPUC) along the rail line, as well as the City of National City.

Supporting Documentation: NBSD Parking & Traffic Congestion Relief Plan and National City Homefront to Waterfront Plan

LEVEL 3

8th Street (Pre-Signal)

I-5 South Ramps to Roosevelt Avenue

PROJECT VICINITY



ROADWAY CHARACTERISTICS

Posted Speed	35 MPH
Functional Class	Major Arterial
Lanes (bi-directional)	4
Average Daily Traffic (ADT)¹	23,950 vehicles

¹Based on segment with highest ADT within the roadway limits

PROJECT BENEFITS

- Provides multimodal connectivity to NBSD.
- Closes critical multimodal network gaps.

PROJECT DESCRIPTION

The proposed project for 8th Street consists of transit pre-signal lanes to allow for buses to bypass vehicular queues giving the buses priority. Pre-signals allow for provision of priority to buses traveling on dedicated bus lanes by taking advantage of existing infrastructure and utilizing intersection capacity more efficiently. Pre-signals are additional signals placed upstream of signalized intersections to facilitate provision of some level of priority to buses by allowing them to bypass standing queues of cars. The project improvements would include:

- Adding an eastbound transit pre-signal lane and traffic signal in the existing median approximately 400 feet east of the I-5 south ramps intersection
- Adding a westbound transit pre-signal lane and traffic signal in the existing median at the I-5 north ramp intersection

The project would also integrate improvements along 8th Street from the 8th and Roosevelt Active Transportation Corridor project. There are potential projects to install traffic signals along 8th Street at both the I-5 off-ramp and the I-5 on-ramp, both of which would affect (and perhaps supersede) any pre-signal project along 8th Street and therefore this project requires improvement coordination.

Supporting Documentation: 8th and Roosevelt Active Transportation Project and National City Homefront to Waterfront

LEVEL 3

8th Street Transit Center Pedestrian Bridge (Wet Side)

Harbor Drive to 8th Street Transit Center

PROJECT VICINITY



ROADWAY CHARACTERISTICS

Posted Speed	35 MPH
Functional Class	Major Arterial
Lanes (bi-directional)	4
Average Daily Traffic (ADT) ¹	23,950 vehicles

¹Based on segment with highest ADT within the roadway limits

PROJECT BENEFITS

- Promotes transit use.
- Provides direct pedestrian access from the transit center to the Wet Side of NBSD.

PROJECT DESCRIPTION

The proposed project for 8th Street consists of providing a grade-separated pedestrian and bicycle connection from the 8th Street Transit Center to the Wet Side. This proposed project would tie into the mobility hub and parking structure at the 8th Street Transit Station from the National City Homefront to Waterfront plan. The project would also integrate improvements along 8th Street from the 8th and Roosevelt Active Transportation Corridor project.

This proposed pedestrian and bicycle bridge over Harbor Drive would connect from one of the middle levels of the proposed parking structure with the NBSD 8th Street Wet Side Gate #9. The bridge would be a prefabricated pedestrian/bicycle bridge. A “switchback” wheelchair accessible ramp would connect the bridge with ground level to access NBSD Wet Side Gate #9. The goal is to not increase security personnel requirements at the gate to monitor bike and pedestrian traffic and security checks by using a turnstile access point and possible “caging-in” the access point.

A six-story parking structure that would have a portion of the first floor as retail services, food services and a car rental facility is proposed to be constructed on top of the surface parking lots being utilized by the Navy. A portion of the structure would extend over the existing bus exit street and trolley parking. Levels 1-3 would be for the public and contractor parking (those employees that work on NBSD but do not need to bring in a vehicle). NBSD military and civilian staff would be able to park for free on levels 4 and 5. Level 6 would be reserved for long term NBSD deployment privately owned vehicle parking using tandem vehicle parking and deployment storage lockers for deployed sailors.

During coordination meetings with NBSD, two concerns were raised. First, the conceptual ramp from the bridge down to the ground on the west-side of Harbor Drive would require some reconfiguration of the perimeter fence requiring a Real Estate action by the Navy. At this time there is not the perceived user demand to support the loss of land area inside the perimeter fence. Second, displacement of existing surface parking for Navy purposed has not been vetted and any temporary or long-term reduction in parking would not be currently supported and would require a Real Estate action by the Navy to modify the existing leases.

Initial concept development information for the project can be found in the National City Homefront to Waterfront Plan.

LEVEL 3

19th Street

Tidelands Avenue to Cleveland Avenue

PROJECT VICINITY



ROADWAY CHARACTERISTICS

Posted Speed	30 MPH
Functional Class	Collector
Lanes (bi-directional)	4
Average Daily Traffic (ADT)¹	10,400 vehicles

¹Based on segment with highest ADT within the roadway limits

PROJECT BENEFITS

- Provides multimodal connectivity to NBSD.
- Closes critical multimodal network gaps.

PROJECT DESCRIPTION

The proposed project for 19th Street will provide multimodal connectivity between the proposed Bayshore Bikeway project along McKinley Avenue, the W 19th Street Greenway project that will prohibit vehicles on 19th Street between McKinley Avenue and 18th Street, and Gate 13 of NBSD. The project improvements include:

- Constructing one-way protected bikeways in each direction on 19th Street which requires repurposing of the outermost eastbound vehicular lane and narrowing lane widths for the two westbound lanes.
- Increasing capacity for the northbound left turn movement from Tidelands Avenue to 19th Street.
- Implementing bikeway design enhancements at Tidelands Avenue and 19th Street.

This project would complement and connect to an existing project along 19th Street at the east end of the corridor. At that point, under I-5, the street would be closed to motor vehicle traffic and motor vehicles would be channelized to instead use 18th Street to travel under I-5. Due to the limited capacity on the feeder street to 19th Street, there would be minimal capacity issues with this current 19th Street project.

It is anticipated that driveway consolidation will occur in the future along the south side of 19th Street, which will help minimize conflict points with eastbound bicyclists. A pinch point will occur at the rail crossing where the bike lane will be reduced to five feet. Modular low-profile speed humps are recommended to be installed at the driveways to slow turning vehicles.

While the traffic analysis conducted as part of this Study did not identify existing or future congestion issues, NBSD is concerned that future ship maintenance within the south portion of the base could place higher vehicular demand on this roadway and want to make sure bicycle and pedestrian improvements would be compatible.

Supporting Documentation: Port of San Diego Harbor Drive Multimodal Corridor Study and National City Homefront to Waterfront Plan

LEVEL 3

Civic Center Drive

Tidelands Avenue to Cleveland Avenue

PROJECT VICINITY



ROADWAY CHARACTERISTICS

Posted Speed	30 MPH
Functional Class	Collector
Lanes (bi-directional)	2
Average Daily Traffic (ADT)¹	5,250 vehicles

¹Based on segment with highest ADT within the roadway limits

PROJECT BENEFITS

- Closes connectivity gap within bicycle network
- Provides connectivity with Bayshore Bikeway

PROJECT DESCRIPTION

The proposed project for Civic Center Drive consists of bicycle connectivity improvements. The project improvements include:

- Adding Class IV bike lanes between Tidelands Avenue and Harbor Drive to close the gap between the existing Bayshore Bikeway (Tidelands alignment) and the proposed bike lanes on Civic Center Drive, east of Harbor Drive

The proposed project would be consistent with the Bayshore Bikeway project and the Civic Center Drive Protected Bikeway project at the intersection of Civic Center Drive and McKinley Avenue. This project is low priority however if it moves forward, modular low-profile speed humps are recommended to be installed at the driveways to slow turning vehicles.

Supporting Documentation: National City INTRACONnect Study, the Bayshore Bikeway project, and Harbor Drive 2.0



An aerial photograph of a harbor area. In the foreground, there are several large, multi-story buildings with flat roofs, likely industrial or commercial. A large parking lot filled with cars is visible between the buildings and the water. In the middle ground, two large, dark-colored ships are docked at a pier. The water is a deep blue color. In the background, a long pier extends into the water, and more buildings are visible on the shore. The overall scene is a busy port area.

6

Stakeholder Engagement

6.1 STAKEHOLDER ENGAGEMENT

The purpose of the Resiliency Study was in part to encourage coordination and collaboration between the City of National City, Naval Base San Diego, and other public agencies (SANDAG, San Diego Metropolitan Transit System [MTS], Burlington Northern Santa Fe Railway [BNSF], Port of San Diego [Port], and City of San Diego) in the identification of issues and prioritization of potential solutions related to transportation, traffic, and parking. To fulfill this effort, the Team established a Policy Committee that will make final recommendations to the (National City) City Council for approval, utilized members from SANDAG's Military Working Group (MWG) as an advisory group, and coordinated and collaborated as needed with other public agencies to build consensus on project priorities that address transportation, traffic, and parking needs around NBSD. The following summarizes how these efforts propelled the Resiliency Study.

6.2 PUBLIC INFORMATION MEETINGS

Presentation at the Public Library May 22, 2023

The Team presented an overview of the project and initial existing conditions analysis to five attendees. The small size provided an intimate venue where residents dove into their individual challenges where they live, work, and frequent. One of the participants currently works at NBSD and expressed frustration with congestion in the morning. Another person works near Hoover Avenue and Mile of Cars Way, serving persons with disabilities, many of whom walk from the 24th Street Transit Station.

Community Breakfast Meeting #1, June 10, 2023

The Team presented at the quarterly community breakfast to 28 attendees. The project covered an overview, existing conditions, and highlighted next steps. The Team also discussed one of the future conditions of the 8th Street Mobility Hub. Attendees were eagerly anticipating the launch of the NEV shuttle program which has since been partially implemented and considered an 'Existing Condition' in this Study.

Community Breakfast Meeting #2, September 9, 2023

On September 9, 2023, the Team presented preliminary project recommendations to 101 community members, volunteers, and City staff as one of seven project presentations at the Martin Luther King (MLK) Community Center. The project team responded to community member questions prior to and during the presentation. Questions focused around project schedule and process for next steps and project implementation.

6.3 SANDAG MILITARY WORKING GROUP (MWG) MEETINGS

MWG Meeting #1, May 8, 2023

The project team presented an overview of the Resiliency Study to the MWG, focusing on the existing conditions analysis and next steps. This forum resulted in formulating connections with City of San Diego staff to collaborate outside of the group to discuss alignment with current planning efforts.

MWG Meeting #2, September 11, 2023

The project team presented a follow-up of the May 8th meeting to the MWG, focusing on the project development, concepts, and engineering drawings. There was no formal vote taken but there was positive feedback and general support of the study from meeting attendees, with one question about an upcoming launch of shuttle buses in National City.

6.4 POLICY COMMITTEE MEETINGS

The Policy Committee was made up of Ya-Chi Huang of NBSD CPLO, Mayor Ron Morrisio of National City, and Steve Manganiello, Director of Public Works at National City. The Policy Committee met four times on the dates listed below. The Policy Committee helped make final recommendations to the (National City) City Council for approval and provide a venue for project partners at both the City and NBSD to collaborate.

Meeting #1: May 30, 2023

The first Policy Committee meeting included the City of National City Mayor and Public Works staff and one project manager community planner from NBSD. The meeting served as initial coordination for all team members and to identify initial concerns with the methodology KTUA is applying for the study. Various topics used for the study included review of prior studies, definition of the study area extents, collisions mapping analysis and project prioritization scoring methodology. All projects being considered are off of NBSD property but will benefit NBSD personnel getting to and from the base as they travel through National City. Various corridors were identified as top priorities for National City and NBSD including 19th Street, 8th Street, Civic Center Drive, National City Boulevard, Cleveland Boulevard, Bay Marina Drive, and Hoover Street.

Meeting #2: June 22, 2023

The second Policy Committee meeting included the City of National City Mayor, Vice-Mayor, and Public Works staff as well as a representative from NBSD and all other team members. This Policy Committee meeting focused on an update on public engagement and a review of the progress on the design drawings. The following corridors were reviewed: National City Blvd, 8th Street, Cleveland Avenue, 19th Street, Bay Marina Drive, Main Street and Civic Center Drive. The Team received

feedback from the City of National City and NBSD on edits and changes to make to the concept plans, in anticipation of the next meeting. A follow-on meeting was scheduled for additional review of the concepts.

Meeting #3: August 23, 2023

The third Policy Committee meeting focused on concept level site plans at the prioritized project locations that were identified in prior Policy Committee meetings and coordination of the overall project next steps including public meetings. Comments on concept plans, used for updating the plans, were provided for the following corridors: 8th Street, 19th Street, Bay Marina Drive, Main Street and Civic Center Drive. A follow-on meeting was scheduled for additional review and update of the concept plans.

Meeting #4: December 4, 2023

The fourth Policy Committee meeting focused on the final report, including all concept level site plans at the prioritized project locations that were identified in the prior Policy Committee meetings. Comments on concept plans were provided and next steps to finishing the project were discussed.

6.5 CITY OF SAN DIEGO MEETINGS

Meeting #1: June 7, 2023

This meeting guided San Diego projects that benefit the military installation to float to the top of the priority list. The City of San Diego team provided insight for priority projects in alignment with their draft Mobility Master Plan. It was decided a follow-up meeting would be beneficial so San Diego can cross-reference their project list to see if other projects should be added.

Meeting #2: July 6, 2023

This meeting included a discussion on issues related to motorists, pedestrians, cyclists, and parking issues as part of the Navy's Resiliency Grant for NBSD. The meeting focused on the Main Street project, from Yama Street to Vesta Street. The City of San Diego mentioned that the Main Street project would make a useful connection to the Chollas Creek Bikeway project that they are working on, closing a missing gap. No decisions or official feedback was given at this meeting. A follow-up meeting was scheduled for additional review of the concepts.

Meeting #3: September 18, 2023

This third meeting with San Diego allowed the project team to discuss progress on the Main Street and 19th Street concepts, traffic analysis, and the Vesta Street bridge redistribution. The City of San Diego staff was satisfied with the direction of the projects.

6.6 CITY OF NATIONAL CITY MEETINGS

During the course of the project, there were nine (9) check-in meetings with the head of the Department of Public Works from the City of National City to give updates as to the progress of the plan. Team members received input and advice from City of National City staff and incorporated that feedback into the Study. Meetings occurred on the following dates: April 19, April 27, May 2, May 9, May 16, May 22, July 25, October 5, and October 19.

6.7 MEETINGS WITH NAVAL BASE SAN DIEGO (NBSD)

During the course of the project, there were nine (9) check-in meetings with a representative from Naval Base San Diego (NBSD) to give updates as to the progress of the plan. Team members received input and advice and incorporated that feedback into the plan. Meetings occurred on the following dates: April 13, April 18, May 2, May 9, May 16, July 11, August 11, October 3, and October 23.

6.8 SITE VISIT WITH CITY OF NATIONAL CITY AND NBSD

In addition to the aforementioned meetings, the Team met with the City of National City, OLDCC, and NBSD for a Site Visit on February 22, 2023, at the 8th Street Trolley Station. The site visit was to have an introduction to the project and to walk along the project site and discuss the plan as well as potential projects, starting with projects located at or near the 8th Street trolley station.

6.9 MEETING WITH CALTRANS AND SANDAG

For this meeting the Team met with the Harbor Drive 2.0 design team, representing Caltrans and their partners, including the Port, SANDAG, the San Diego MTS, and the Burlington Northern Santa Fe (BNSF) Railway. This meeting was mostly informational, starting with the consulting team explaining their progress on the National City Resiliency plan and related concept plans. That was followed with the Harbor Drive 2.0 design team explaining the design details behind the Harbor Drive 2.0 project and the Vesta Street Bridge Project and discussing the potential funding and construction schedules for both projects. They provided valuable information so the National City Resiliency Team could ensure any of their potential projects align with and complement the Harbor Drive 2.0 project and the Vesta Street bridge project.





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Appendix

Appendix A. Compiled Project List from Previously Proposed Plans and Studys

	Study	Year	Type	Extents	Description
1	National City Balanced Plan EIR	2021	Roadway	Between existing alignment of Marina Way and intersection of 32nd Street and Tidelands Avenue	"Realign Marina Way from its existing alignment to form a curve that rounds out to the west when traveling toward the Balanced Plan area and connect to the proposed new park entrance"
2	National City Balanced Plan EIR	2021	Roadway	32nd Street, east of Tidelands Avenue	Road Closure
3	National City Balanced Plan EIR	2021	Roadway	Goesno Place, south of 32nd Street	Road closure to vehicular traffic
4	National City Balanced Plan EIR	2021	Roadway	East of Tidelands Avenue, south of 32nd Street	Shift terminus of Tidelands Avenue to the east
5	National City Balanced Plan EIR	2021	Roadway	Tidelands Avenue, south of 32nd Street	Close current terminus of Tidelands Avenue
6	National City Balanced Plan EIR	2021		Within the existing alignment of Marina way	Create north-south public access corridor, primarily for pedestrians and bicyclists
7	National City Balanced Plan EIR	2021	Pedestrian	Within the existing alignment of 32nd Street	Create east-west public access corridor, primarily for pedestrians but may also include an ancillary bicycle path
8	National City Balanced Plan EIR	2021	Roadway	Tidelands Avenue, between Bay Marina Drive and 32nd Street	Road Closure
9	National City Balanced Plan EIR	2021	Roadway	West 28th Street between Tidelands Avenue and Quay Avenue	Road Closure
10	National City Balanced Plan EIR	2021	Roadway	East of Goesno Place	Relocate road
11	NBSD Installation Development Plan	2017	Roadway	Vesta Street over Harbor Dr	Construct Vesta Street raised pedestrian and vehicular bridge
12	Homefront to Waterfront Plan	2020		19th Ave from Tidelands Ave to McKinley Ave	"Road diet between Tidelands Ave and McKinley Ave <ul style="list-style-type: none"> • Install two-way cycle track between McKinley Ave and Wilson Ave • Pedestrian recommendations include high visibility crosswalks, traffic calming and curb extensions"

	Study	Year	Type	Extents	Description
13	2010 SANDAG San Diego Regional Bike Plan	2010	Bike	E Harbor Dr north of 32nd St	Construct a class I multi-use bike path
14	2010 SANDAG San Diego Regional Bike Plan	2010	Bike	Main St and Division St	Construct a class III bike route
15	2010 SANDAG San Diego Regional Bike Plan	2010	Bike	Roosevelt Ave from Division St to 8th St	Construct a class I multi-use bike path
16	2010 SANDAG San Diego Regional Bike Plan	2010	Bike	Harbor Dr south of Woden Rd	Construct a class II bike lane
17	Homefront to Waterfront Plan	2020	Transit	32nd St transit station	<p>"Formal drop-off locations for:</p> <ul style="list-style-type: none"> • Trolley Kiss and Ride <p>Uber/Lyft and carpool pick-ups at:</p> <ul style="list-style-type: none"> • Southbound 32nd St with turn-around circle added at the Exchange Gas Station access road • Northbound 32nd St with drop-off striped at the currently closed gate #6/5B; Westbound Harbor Drive - refurbished drop-off waiting plaza • Gate 5B ADA improvements to allow the gate to be reopened to process bike and pedestrian access • Accessible ramps for wheelchairs and bikes added to the existing pedestrian bridge; SANDAG intends to remove the pedestrian bridge with the Bayshore Bikeway; they will be replaced with intersection bulb-outs, median refuges, LPI's and high visibility crosswalks"
18	2010 SANDAG San Diego Regional Bike Plan	2010	Bike	Tideland Ave south of 8th Ave	Construct a class I multi-use bike path

	Study	Year	Type	Extents	Description
19	Homefront to Waterfront Plan	2020	Transit	8th Street transit station	"Six-story Transportation Center <ul style="list-style-type: none"> • Paid contractor/public parking on levels 1-3 • Navy parking on levels 4-5 • Deployed sailor parking with PV shade shelters and deployment lockers on level 6 • Bottom-floor services, hospitality and retail • Primary structure entrance/ticketing plaza • Central Courtyard for ventilation, natural lighting and day uses • Gates to control courtyard (locked at night) • 3rd to 6th floor parking over existing bus-way and MTS parking • 3rd to 6th floor parking over existing bus-way and MTS parking • Parking structure elevators • Drop-off for the transportation center • Pedestrian bridge across rail line and Harbor Dr. to 8th Street gate"
20	2010 SANDAG San Diego Regional Bike Plan	2010	Bike	Civic Center Dr from Tideland Ave to Wilson Ave	Construct a class III bike route
21	2010 SANDAG San Diego Regional Bike Plan	2010	Bike	Coolidge Ave to W 8th St and east	Construct a class III bike route
22	INTRACConnect	2020		W 19th St and Wilson Ave	Add stop sign if warranted
23	Port of San Diego Harbor Drive Multimodal Corridor Study	2020		Sampson St and Harbor Dr	Reconfiguration of intersection to improve operations and bike/ped access to shipyards
24	2010 SANDAG San Diego Regional Bike Plan	2010	Bike	Bay Marina Dr between Cleveland Ave and the railroad	Construct a class II bike lane
25	2010 SANDAG San Diego Regional Bike Plan	2010	Bike	Mile of Cars Way eastbound from railroad and Wilson Ave between W 22nd St and Mile of Cars Way	Construct a class III bike route
26	Port of San Diego Harbor Drive Multimodal Corridor Study	2020		Sampson St and Logan Ave	Add a new traffic signal and restriping to accommodate exclusive left turn lanes in SB and NB directions

	Study	Year	Type	Extents	Description
27	City of San Diego's 2019 Bike Network Map, INTRACConnect Plan	2019	Bike	Marina Way from E 24th St to W 32nd St	Construct a class I multi-use path
28	Port of San Diego Harbor Drive Multimodal Corridor Study	2020		Schley St and Harbor Dr	Reconfiguration of intersection to improve operations and bike/ped access to shipyards
29	City of San Diego's 2019 Bike Network Map, INTRACConnect Plan	2019	Bike	W 33rd St from Hoover Ave to National City Blvd	Construct a class II bike lane
30	Port of San Diego Harbor Drive Multimodal Corridor Study	2020		28th St and Harbor Dr	"• Reconfiguration of intersection to accommodate 3 SB left turn lanes • Reconfiguration of intersection to provide dual EB left turn lanes"
31	City of San Diego's 2019 Bike Network Map, INTRACConnect Plan	2019	Bike	Hoover Ave from Mile of Cars Way to W 30th St	Construct a class II bike lane
32	City of San Diego's 2019 Bike Network Map, INTRACConnect Plan	2019	Bike	Harbor Dr curve near Civic Center Dr ending at McKinley Ave	Construct a class I multi-use path
33	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Roadway	28th St and Boston Ave	Relocate on-ramp from Boston Ave to 28th St to reduce community impacts and improve freight mobility
34	City of San Diego's 2019 Bike Network Map, INTRACConnect Plan	2019	Bike	McKinley Ave from W 14th St to Bay Marina Dr	Construct a class IV bikeway
35	Homefront to Waterfront Plan	2020		Bay Marina Dr/Mile of Cars Way from McKinley Ave to Hoover Ave/24th St	"Bike safety enhancements such as: • Bike priority lanes, modified bike priority lanes or shared lane markings • Pedestrian recommendations include high visibility crosswalks, curb extensions, RRFBs or PHBs • Optional: Ramped 10' wide prefabricated bridge for bicycles and pedestrians; support system will need to work in Caltrans approved locations and be able to be a minimum of 10' under power cables on the east side and 20' over the freeway. It will need to meet a <8% grade"

	Study	Year	Type	Extents	Description
36	Port of San Diego Harbor Drive Multimodal Corridor Study	2020		32nd St and Harbor Dr	<ul style="list-style-type: none"> • Add additional and/or extended left-turn pocket from EB Harbor Dr to 32nd St to improve operations for all movements by shortening phase time for left turns • Add additional and/or extended left-turn pocket from WB Harbor Dr to Naval Base Gate 6 on 32nd St • Perform an intersection study to optimize operations for all users, including pedestrians with removal of bridges • Add additional right-turn pocket from SB 32nd St to Harbor Dr • Add additional right-turn pocket from EB Harbor Dr to Naval Base Gate 6 (32nd St)"
37	Homefront to Waterfront Plan	2020		Hoover Ave from Mile of Cars Way to W 30th St	<ul style="list-style-type: none"> • Road diet and traffic calming between Mile of Cars Way and 30th Street to install bike lanes • Pedestrian recommendations include high visibility crosswalks • Install truck aprons to slow turning speeds"
38	Port of San Diego Harbor Drive Multimodal Corridor Study	2020		8th St and Harbor Dr	<ul style="list-style-type: none"> • Add additional and/or extended left-turn pocket to improve access from WB Harbor Dr to Naval Base Gate 9 on 8th St • Reconfigure WB 8th St to allow 3 thru lanes to Naval Base Gate 9"
39	Homefront to Waterfront Plan	2020	Pedestrian	National City Blvd from E 24th St to W 33rd St	<ul style="list-style-type: none"> • Signal timing changes throughout • Leading pedestrian intervals and countdown pedestrian signals throughout"
40	Port of San Diego Harbor Drive Multimodal Corridor Study	2020		Civic Center Dr and Harbor Dr	Add dual EB left turn lanes to increase capacity for traffic from nearby I-5 SB off-ramp
41	Homefront to Waterfront Plan	2020		30th St from Hoover St to National City Blvd	<ul style="list-style-type: none"> • Road diet between Hoover Ave and National City Blvd to install bike lanes • Pedestrian recommendations include high visibility crosswalks, curb extensions and pedestrian-friendly signal improvements at signalized intersections"
42	INTRACConnect	2020	Pedestrian	National City Blvd from 18th St to 26th St	Redesign intersection crossing to accommodate peds and add high visibility crosswalks and placemaking
43	INTRACConnect	2020		Harding Ave	Add traffic calming, stop sign, if warranted
44	MMAS: National City Downtown Specific Plan (2017)	2017		Harbor Dr at 8th Street	Pedestrian and bicycle connections to NBSD gate

	Study	Year	Type	Extents	Description
45	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Roadway	28th St	Reconfigure to increase capacity and improve access between Harbor Dr and Main St; also reconfigure to increase capacity and improve access between Main St and National Ave; initial study assumed 2 NB and 3 SB lanes with raised median
46	MMAS: National City Downtown Specific Plan (2017)	2017		8th St at I-5 SB off-ramp	Signalize intersection and eliminate free right-turn
47	MMAS: National City Downtown Specific Plan (2017)	2017		8th St and Hoover Avenue	Signalize intersection
48	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Bike	Boston Ave from 29th St to 32nd St	Construct a class I multi-use path from 29th St to 32nd St
49	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Bike	8th St from Harbor Dr to National City	<ul style="list-style-type: none"> • Construct class II bike lanes connecting Harbor Dr, 8th St Trolley/bus station, and National City communities • Pedestrian upgrades including rail crossing gates, curb ramps, and wayfinding facilities."
50	MMAS: Port CIP Caltrans Trade Corridors Improvement Fund	N/A	Roadway	32nd St from Harbor Drive to I-5	Grade Separated Improvements: a partially raised tee intersection for turning movement from Harbor Drive to I-5
51	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Roadway	8th Ave	Add facilities to access the Naval Base Dry-Side form 8th St for bike/ped users and automobiles, if feasible
52	MMAS: Port CIP Caltrans Trade Corridors Improvement Fund	N/A	Roadway	Civic Center Drive and I-5	<ul style="list-style-type: none"> • Create a direct connection with Harbor Drive and Tidelands Avenue • Signalize Wilson Avenue at Civic Center Drive • Add northbound lane on Wilson Avenue • Widen Northbound 1-5 ramp"
53	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Bike	Cleveland Ave form Civic Center Dr to Bay Marina Dr	Construct class II bike lanes connecting Civic Center Dr to Bay Marina Dr
54	Port of San Diego Harbor Drive Multimodal Corridor Study	2020		Pepper Park	Bike/ped connection to Pepper Park extension proposed in National City Marina District Balanced Land Use Study
55	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Pedestrian	24th St/Bay Marina Dr	Pedestrian upgrades including rail crossing gates, curb ramps, and wayfinding facilities

	Study	Year	Type	Extents	Description
56	Port of San Diego Harbor Drive Multimodal Corridor Study	2020		Main St and Yama St	In conjunction with Vesta St Bridge, operational and capacity improvements where feasible and real-time wait signs
57	National City Downtown Specific Plan	2017		Division St and Main St and Roosevelt Ave	"• Reconfigure Roosevelt Ave where National City Blvd meets Main St and where Division St comes in from the north • Realign so there is a favorable design for signalization and safe traffic lane alignments"
58	NBSD Comprehensive Traffic Study	2021		Norman Scott Rd and Division St	"Install a single lane roundabout with the following configuration: • Eastbound Approach: Thru/Right • Westbound Approach: Thru (Free Bypass Lane) – Left • Northbound Approach: Left – Right (Yield Bypass Lane and 100 feet of storage "
59	National City Downtown Specific Plan (2017)	2017	Bike	City Center Drive to Northern City Limits	"• Class I multi-use path on west side of Harbor Drive from Civic Center Drive to Northern City Limits • Class II bicycle lane on east side of Harbor Drive from Civic Center Drive to Northern City Limits"
60	National City Downtown Specific Plan (2017)	2017	Pedestrian	Harbor Drive to D Avenue	Urban trail
61	National City Downtown Specific Plan (2017)	2017	Bike	Harbor Drive to Roosevelt Avenue	Construct a two-way cycle track on 8th Street between Harbor Drive and Roosevelt Avenue, connection with Bayshore Bikeway and NBSD
62	MMAS: City of San Diego Capital Improvement Program (CIP GIS Shapefile) (2017)	2017	Bike	Dorothy Petway Park to Harbor Dr	The project will construct a multi-use path, traversing portions of two City of San Diego communities, Southeastern San Diego and Barrio Logan; the project runs from the Dorothy Petway Neighborhood Park at its eastern terminus to Harbor Drive
63	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Bike	Marina Way and McKinley Ave	Relocation of the Bayshore Bikeway from Tidelands Ave to Marina Way and McKinley Ave
64	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Roadway	Cleveland Ave and Marina Way	Cleveland Ave-Marina Way Connection across Bay Marino Dr
65	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Roadway	Main St from Vesta St to Yama St	In conjunction with Vesta St bridge, operational and capacity improvements to accommodate additional traffic entering Naval Base at Gates 29 and 32

	Study	Year	Type	Extents	Description
66	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Freight	Harbor Dr between Cesar Chavez Pkwy and connections to I-5.	Dedicated lanes and signal priority for truck freight. Includes freight signal priority, queue jumps, delineators and signage; generally aligned in the #1 lanes and median. And resurfacing.
67	National City Downtown Specific Plan; Homefront to Waterfront Plan	2017	Transit	Area between Gate 32, W 32nd St, Kidd St, and Highland Ave	Incorporate an NEV shuttle system around the central National City area
68	NBSD Comprehensive Traffic Study	2021		Cummings Rd and Vesta St	<ul style="list-style-type: none"> "• Remove pedestrian warning signs on every approach • Install R1-3P ALL WAY plaque below each STOP sign • Restripe faded centerline and STOP legend pavement markings • Install compliant curb ramps and DWS at every crosswalk end • Install a stop line at least 4 feet in advance of the crosswalk on the northbound approach • Install right lane use markings for right turn lane on the southbound approach • Install R3-7 RIGHT LANE MUST TURN RIGHT sign in advance of the intersection"
69	NBSD Final ECF Evaluation	2016	Gate - Signing and Striping	Gate 2 ECF just south of Harbor Dr and Surface Navy Blvd intersection	<ul style="list-style-type: none"> "• Remove all non-roadway signs on the perimeter fence and sliding gates • Install SDDCTEA 55-15 compliant gate closure signing on the sliding gates • Replace non-compliant NO PEDESTRIAN TRAFFIC signs with R5-10c • Remove the non-compliant pedestrian crossing sign and install W11-2 sign and W16-7p plaque at the mid-block crosswalk at the bridge • Relocate the EFO button to where it is more easily accessible • Remove the planters in the median or provide curbing within the painted median to provide a minimum 2 feet spacing from the face of the planter to the face of curb ☑ Properly eradicate the STOP legend and STOP line pavement markings at the ID check lane"
70	MMAS: SANDAG Regional Plan (2015)	2015	Transit	North Park to 32nd St Trolley Station	Connection from North Park to 32nd St Trolley Station via Golden Hill

	Study	Year	Type	Extents	Description
71	NBSD Comprehensive Traffic Study	2021	Gate - Signing and Striping	Gate 6A adjacent to Harbor Dr	<p>"• Replace the flexible delineator posts with ones that are all white with retroreflective sheeting. Restripe the lane line dividing the two inbound lanes with a white line. Ensure the yellow line is completely eradicated and not painted over.</p> <ul style="list-style-type: none"> • Replace all non-compliant signs posted throughout the gate area with ones that use Type III sheeting or better. Replace the ACTIVE BARRIERS AHEAD sign with a W3-3a-TEA sign and install that sign in the approach zone. • Remove the 5-mph pavement marking. If desired, install a W3-10a-TEA CHECKPOINT sign with an advisory speed plaque mounted below. Install the sign in the approach zone prior to the bypass lane and ID check lanes. • If a STOP sign is used at the ID check area, install a STOP sign with supplemental placard below which reads PROCEED ONLY WHEN DIRECTED BY GUARD. The sign assembly should be located on the right-hand side. • Delineate the AVBs using retroreflective, alternating, vertical red/white stripes on the barriers and install envelope markings in accordance with TEA Pamphlet 55-15 • Install a R1-1 STOP sign on the right hand of the truck bypass lane with a 24-inch stop line adjacent to the STOP sign. If desired, a STOP legend can then be installed prior to the stop line. • Replace or remove the STOP sign at the Harbor Drive exit. Install a STOP sign on the right-hand side. • Replace the two indication signal heads found throughout the ECF area with ones that have three indications (red-yellow-green) and provide sufficient yellow time to

	Study	Year	Type	Extents	Description
72	NBSD Final ECF Evaluation	2016	Gate - Signing and Striping	Gate 6 ECF just south of Harbor Dr and 32nd St	<ul style="list-style-type: none"> "• Military police need to enforce illegal parking within the visitor center lot, specifically illegal commercial vehicle parking • Consider striping 2-3 commercial vehicle parking stalls within the visitor center lot • Remove non-compliant AVB sign in the approach zone and install AVB warning signs per SDDCTEA Pamphlet 55-15 between the AVBs and ID check • Install gate closure signing per SDDCTEA Pamphlet 55-15 on the swing gates ☐ Relocate the reversible lane bollards at least 2 feet from the travel way or remove bollards altogether and replace with traffic cones ☐ Remove the speed bumps in the approach zone • Remove the speed bumps in the response zone of the outbound lanes ☐ Remove temporary barriers in approach zone and inspection area and utilize traffic cones to close inbound processing lanes • Replace traffic cones in poor condition ☐ Replace the existing turnstile pedestrian gate with an automated turnstile pedestrian gate ☐ Properly eradicate the STOP legend and STOP line pavement markings at the ID check area☐ Replace non-compliant AVB signals with SDDCTEA Pamphlet 55-15 approved signals • Install safety loops for each AVB "
73	NBSD Final ECF Evaluation	2016	Gate - Capacity	Gate 6 south of 32nd St and Harbor Dr	<p>"Construct new ECF with the following:</p> <ul style="list-style-type: none"> • 5 inbound processing lanes with ID check islands • Gatehouse and automated pedestrian gate • Bi-directional POV inspection area • New "Florida-T" signalized internal intersection • New AVBs using SDDCTEA staggered AVB scheme "
74	NBSD Final ECF Evaluation	2016	Gate - Capacity	Gate 15 on 28th and Le Hardy	Provide an additional processing lane and install AVBs per required response time

	Study	Year	Type	Extents	Description
75	NBSD Final ECF Evaluation	2016	Gate - Signing and Striping	Gate 9 ECF west of 8th St and East Harbor Drive	<ul style="list-style-type: none"> Remove all non-roadway signs on the perimeter fence and sliding gates Install SDDCTEA 55-15 compliant gate closure signing on the sliding gates Replace the sliding gate motors to allow automated opening and closing Replace traffic cones in poor condition Deactivate and remove all AVBs signs, signals and posts Remove all bollards in the approach zone protecting AVB signal posts; As per the Port of San Diego Harbor Drive MCS, add real-time wait signs where feasible
76	NBSD Final ECF Evaluation	2016	Gate - Signing and Striping	Gate 13/19th St and Tidelands Ave	<ul style="list-style-type: none"> Install lane use signs on all approaches Install a DO NOT STOP ON TRACKS (R8-8) sign at all at-grade railroad crossings Restripe faded pavement markings Upgrade existing curb ramps to include detectable warning surfaces Stripe crosswalks between curb ramps as appropriate
77	NBSD Comprehensive Traffic Study	2021	Ped	Main St and Vesta St	<ul style="list-style-type: none"> Restripe all faded pavement markings Install pedestrian signals with countdown display Replace pedestrian push buttons Install crosswalk markings on westbound approach Install curb ramps with a DWS on NW and NE corners Install a signal head overhead on a mast arm like what exists on eastbound approach
78	Port of San Diego Harbor Drive Multimodal Corridor Study	2020		Schley St and 26th St	Add a diverter island on 26th St to restrict NB traffic from Schley St
79	MMAS: City of San Diego Capital Improvement Program (CIP GIS Shapefile) (2017)	2017		Main St and Vesta St	Traffic signal improvements
80	NBSD Comprehensive Traffic Study	2021	Roadway	Knowlton Williams Rd and Vesta St	Reconfigure the inbound truck lane and reverse the flow of the access road behind the NAVSUP building to accommodate traffic from Gate 6A once Knowlton Road closes at Vesta St for the new Vesta Bridge

	Study	Year	Type	Extents	Description
81	NBSD Final ECF Evaluation	2016	Gate - Capacity	Gate 13 east of Kidd St and 19th St	"Construct new ECF with the following: <ul style="list-style-type: none"> • 3 inbound processing lanes with ID check islands • POV inspection area • Gatehouse and automated pedestrian gate • One-way road network with Kidd Street (inbound only) and Wombley Street (outbound only) • New AVBs using SDDCTEA STOP control scheme "
82	NBSD Final ECF Evaluation	2016	Gate - Signing and Striping	Gate 13 north of 19th St and Kidd St	"• Install SDDCTEA 55-15 compliant gate closure signing on the sliding gates <ul style="list-style-type: none"> • Install additional lighting at the ID check area • Relocate the EFO button to where it is more easily accessible "
83	NBSD Parking Traffic Overview	2018	Transit	Near the pedestrian bridge west of parking lot 1Q along Harbor Dr	Improve the existing shuttle origination point near west end of the Pedestrian Bridge into a Mobility Hub capable of supporting multiple shuttles concurrently with personnel weather shelters and provide bicycle racks
84	National City Downtown Specific Plan	2017	Parking	National City	"• Restrict and enforce parking with permitting and begin to convert parallel parking to angled parking <ul style="list-style-type: none"> • Establish parking bonus for off-street parking/shared parking • Establish paid parking • Expand Residential Permit Zones • Implement oversized vehicle parking restrictions • Implement active monitoring • Transition to digital permitting • Create a parking manager position • Establish a parking benefit district • Invest revenue into parking and transportation improvements"
85	INTRACConnect	2020	Ped	Wilson Road	Add crosswalks, if warranted
86	NBSD Parking Traffic Overview	2018	Parking	Parking lot south of Harbor Dr and 32nd Street intersection	Design and implement a parking structure in Lot 1Q to net at least 800 new spaces. Integrate the parking structure and mobility hub.
87	NBSD Comprehensive Traffic Study	2021		Knowlton Williams Rd and Vesta St	"• Install a W17-1 SPEED HUMP sign with a W16-7PL arrow <ul style="list-style-type: none"> • Restripe markings throughout the intersection • Install an R4-7 KEEP RIGHT sign at the nose of median on northbound approach"

	Study	Year	Type	Extents	Description
88	NBSD Final ECF Evaluation	2016	Gate - Capacity	Gate 15 on 28th and Le Hardy	"Construct new ECF with the following: <ul style="list-style-type: none"> • 3 inbound processing lanes with ID check islands • Gatehouse and automated pedestrian gate • New AVBs using SDDCTEA STOP control scheme "
89	NBSD Comprehensive Traffic Study	2021	Pedestrian	E Harbor Dr and Vesta St	Restripe all faded pavement markings, Remove NO PEDESTRIAN CROSSING sign and replace with a R9-3, modify curb ramp, construct a DWS, provide a minimum 3-foot unobstructed bath to the sidewalk for the SW corner curb ramp
90	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Freight	Base-wide	" <ul style="list-style-type: none"> • Freight truck geofencing reight signal priority • Community web portal for less queueing and better logistics • Inland port facility to facilitate freight movement • Regional truck parking strategy • Innovative truck parking and rest facilities • Truck parking information management system for reserved parking • Marine-based services between the Port and other locations to reduce pressure on truck and rail corridors."
91	National City Downtown Specific Plan	2017		In the residential area just east of the I-5 in National City	Proposed Multi-Modal Corridor
92	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Ped	28th St rail crossing	Installation of quad gates and pedestrian gates at rail crossing to improve visibility and operations
93	Homefront to Waterfront Plan	2020		W 32nd St from Tideland Ave to Marina Way	" <ul style="list-style-type: none"> • Traffic calming and bike priority lanes to connect Pepper Park to Marina Way Drive and Tideland Ave • Pedestrian recommendations include high visibility crosswalks and curb extensions"
94	MMAS: City of San Diego Capital Improvement Program (CIP GIS Shapefile) (2017)	2017	Ped	32nd St and Norman Scott Rd	" <ul style="list-style-type: none"> • Upgrade curb ramps • Install ped countdown timers"
95	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Ped	28th St and Harbor Dr	Enhanced pedestrian facilities to accommodate shipyard demand including widened crosswalks, curb extensions, curb ramps, and potential pedestrian scramble

	Study	Year	Type	Extents	Description
96	NBSD Comprehensive Traffic Study	2021	Gate - Signing and Striping	Gate 29 on Vesta St South of Main St	<ul style="list-style-type: none"> • Install compliant gate closure signage and horizontal panels with retroreflective, alternating, vertical red/white stripes for both the inbound and outbound directions • Replace the retroreflective sheeting on the gate arm for the outbound direction • Install a crash cushion at the front of the foremost object protecting the automated vehicle processing infrastructure for each travel direction. Delineate the barrier ends using an OM-3 object marker. If desired, install additional barriers to fill in any gaps between the automated vehicle processing infrastructure. Note they must connect end-to-end. • Delineate the AVBs using retroreflective, alternating, vertical red/white stripes on the barriers • Replace the two section signal heads with ones that have three indications (red-yellow-green) and provide sufficient yellow time to transition to the red indication • Replace the "DIM LIGHTS FOR SENTRY" sign with the standard USE PARKING LIGHTS AT GATE (R1"
97	NBSD Final ECF Evaluation	2016		Gate 15 at 28th St and Le Hardy St	<ul style="list-style-type: none"> • Install NO LEFT TURN sign on the 28th Street median facing the outbound lane of Gate 15 • Restripe STOP line, STOP legend, and crosswalk on the westbound (outbound) approach "
98	INTRACConnect	2020	Ped	Hoover Ave	Street lighting and crosswalks, if warranted
99	NBSD Comprehensive Traffic Study	2021	Ped	E Harbor Dr and Vesta St	<ul style="list-style-type: none"> • Restripe all faded pavement markings • Remove NO PEDESTRIAN CROSSING sign and replace with a R9-3 • Modify curb ramp, construct a DWS, and provide a minimum 3-foot unobstructed path to the sidewalk for the SW corner curb ramp"
100	National City Downtown Specific Plan; Homefront to Waterfront Plan	2017	Transit	Near 8th Ave and rail crossing	NEV shuttle charging and solar panels

	Study	Year	Type	Extents	Description
101	NBSD Final ECF Evaluation	2016		Gate 15 at 28th Street and Le Hardy St	<ul style="list-style-type: none"> • Install SDDCTEA 55-15 compliant gate closure signing on the swing gates • Remove the non-compliant pedestrian crossing sign and install W11-2 and W16-7p sign at the mid-block crosswalk after the ID check area for the both inbound and outbound lanes • Remove the LEFT TURN ONLY sign and install ONE WAY signing per Figure 2B-16 of the CA MUTCD • Remove WARNING PEDESTRIAN CROSSING sign on the outbound lane Remove temporary barriers in approach zone and ID check area Deactivate and remove all AVBs signs, signals and posts • Remove all bollards in the approach zone protecting AVB signal posts and being used as passive barrier • Replace traffic cones in poor condition Replace the existing turnstile pedestrian gate with an automated turnstile pedestrian gate Restripe the mid-block crosswalk after the ID check area "
102	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Transit	Base-wide	Allow transit bus access on the Naval Base, with potential Navy contribution toward operating cost. Currently done in Norfolk, VA
103	NBSD Final ECF Evaluation	2016	Gate - Capacity	Gate 2 on Surface Navy Blvd between Harbor Dr and Norman Scott Rd	"Construct an additional inbound processing lane and site AVBs at the recommended location for the long-term Gate 2 conceptual design "
104	NBSD Parking Traffic Overview	2018	Parking	Parking lot west of gate 6 along Harbor Dr	<ul style="list-style-type: none"> • Design and implement a parking structure in Lot 1U to net at least 2,000 new spaces • Add an additional shuttle stop to the Central and Southern routes at the structure"
105	KTUA: National City Downtown Specific Plan (2017)	2017	Land Use	8th Ave and Roosevelt Ave	Downtown Specific Plan adds 5,000 units NOT captured in SANDAG population projections.
106	NBSD Final ECF Evaluation	2016	Gate - Capacity	Gate 9 west of Harbor Dr and 8th St	<ul style="list-style-type: none"> • Construct new ECF with the following : • 3 inbound processing lanes with ID check islands • POV inspection area • Gatehouse • New AVBs using SDDCTEA STOP control scheme "

	Study	Year	Type	Extents	Description
107	NBSD Final ECF Evaluation	2016	Gate - Capacity	Gate 6 south of 32nd St and Harbor Dr	Modify the current POV inspection area to accommodate vehicle processing
108	MMAS: SANDAG Regional Plan (2015)	2015	Transit	Palomar St to 12th & Imperial	Phase I - Blue Line Frequency Enhancements and rail grade separations at 28th St, 32nd St, E St, H St Palomar St, and Blue/Orange Track Connection at 12th/Imperial
109	NBSD Final ECF Evaluation	2016	Gate - Capacity	Gate 2 on Surface Navy Blvd between Harbor Dr and Norman Scott Rd	"Construct new ECF with the following: <ul style="list-style-type: none"> • 3 inbound processing lanes with ID check islands • Gatehouse • New AVBs using SDDCTEA STOP control scheme "
110	NBSD Final ECF Evaluation	2016	Gate - Capacity	Gate 13 east of Kidd St and 19th St	"• Construct an additional receiving lane on Kidd Street and establish a one-way pair road with Kidd Street (inbound only) and Wombley Street (outbound only) <ul style="list-style-type: none"> • Install AVBs per required response time "
111	NBSD Final ECF Evaluation	2016	Gate - Signing and Striping	Gate 6/32nd St and E Harbor Dr	"• Install a YIELD sign on the NB channelized right turn <ul style="list-style-type: none"> • Install overhead NO COMMERCIAL VEHICLE right and left turn signs on the EB and WB approaches of Harbor Drive • Install a vertical clearance warning sign on the pedestrian overpass structures in addition to the painted heights • Replace the overhead guide sign "NAVAL BASE PASS DECAL INFORMATION NEXT LIGHT" for the WB approach that meets CA MUTCD letter height requirements ☐ Restripe SB approach railroad crossing markings"

	Study	Year	Type	Extents	Description
112	NBSD Comprehensive Traffic Study	2021	Gate - Pedestrian	Gate 5A on S 32nd Street South of Harbor Dr and 32nd Street	<p>"• In the short-term, close the bypass door so personnel can only gain access by using the card reader. For the long-term, there are two options to address the issue:</p> <p>1) Redesign the gate with the typical features of a pedestrian turnstile gate that restricts access at all times</p> <p>2) Utilize a sally port design. This design can be implemented by installing a remotely activated door closer on the existing bypass door and a new remotely activated door in the doorway.</p> <p>• Install a crash cushion at the front of the pedestrian guard booth. Remove the bollards placed along the curb line in the approach zone. If it is desired to protect pedestrians walking on the sidewalk, then install a compliant guardrail system. "</p>
113	National City Balanced Plan EIR	2021	Roadway	Between the existing rail yard along the west side of Marina Way and the east side of the National Distribution Center, north of the Balanced Plan area, to the existing rial line north of the existing 32nd Street and west of Tidelands Avenue	Railroad Reconfiguration
114	NBSD Comprehensive Traffic Study	2021	Pedestrian	Main St and Vesta St	Restripe all faded pavement markings, install pedestrian signals with countown display, replace pedestrian push buttons, install crosswalk markings on westbound approach, install curb ramps with a DWS on NW and NE corners, install a signal head overhead on a mast arm like what exists on easbound approach
115	Homefront to Waterfront Plan	2020	Transit	Multiple locations in National City	Add primary and curbside mobility hubs throughout the area
116	Homefront to Waterfront Plan	2020	Transit	8th St (Highland to Paradise Valley), L Ave (8th to 30th), 30th (NCB to Bonita)	Transit route improvements

	Study	Year	Type	Extents	Description
117	MMAS: SANDAG Regional Plan (2015)	2015	Freight	National City: National City Marine Terminal	National City Marine Terminal (NCMT) Marine Cargo Staging and Handling Projects, including but not limited to: construct garages for additional roll-on/roll-off cargo storage, wharf extension to create two new berths, and improvements to facilitate "marine highway" cargo
118	INTRACConnect	2020	Ped	W 18th Street	Pedestrian safety improvements including signing, lighting, and traffic calming
119	MMAS: City of San Diego Capital Improvement Program (CIP GIS Shapefile) (2017)	2017		32nd St and Norman Scott Rd	<ul style="list-style-type: none"> • Install signal poles with longer mast arms • Remove signal poles off medians • Upgrade vehicle heads to 12" LED • Install Polara APS"
120	INTRACConnect	2020	Ped	Civic Center Dr near Harbor Dr	Increase number of pedestrian crossings, add bulb outs and LPIs
121	MMAS: National City Downtown Specific Plan (2017)	2017	Transit	8th Street and Yama Street, Connections to NBSD	Electric shuttle system
122	NBSD Comprehensive Traffic Study	2021	Gate - Capacity	Gate 29 on Vesta St South of Main St	<ul style="list-style-type: none"> • 3 ID check lanes for POV traffic • Canopy that extends over all ID check lanes • Two-Way POV inspection lane • Canopy that extends over entire inspection area • Post-ID check rejection designed for SU-30 trucks • WB-67 trucks can be rejected through the POV inspection lane • Passive barrier to create a contiguous perimeter • Overwatch provided at internal intersection and intersection south of the proposed Vesta Street bridge (i.e., Cummings Road and Vesta Street) Fully; real time wait signs (as added by the Port of San Diego MCS."
123	MMAS: SANDAG Regional Plan (2015)	2015	Bike	National City Marina to 32nd St	Bayshore Bikeway
124	NBSD Final ECF Evaluation	2016		Gate 9 west of Harbor Dr and 8th St	<ul style="list-style-type: none"> • Work with local jurisdiction to change the Harbor Drive northbound leading protected left turn phase to lagging protected left turn phase • Restripe the southbound through movement along Cummings Road to improve sight distance

	Study	Year	Type	Extents	Description
125	NBSD Comprehensive Traffic Study	2021		Cummings Road and Vesta St	"Install traffic signals with the following lane configuration and phasing: <ul style="list-style-type: none"> • Eastbound Approach - Left-Thru-Right with protected/permitted left turn phase and restripe to provide separate left-turn lane • Westbound Approach - Left-Thru-Right with protected/permitted left turn phase and widen to provide separate left-turn lane and restripe thru lane to convert to a shared Thru-Right • Northbound Approach - Left-Thru-Right • Southbound Approach - Left-Thru-Right with protected/permitted left turn phase and widen to provide an additional outbound (northbound) lane"
126	NBSD Final ECF Evaluation	2016	Gate - Signing and Striping	Gate 2 and East Harbor Drive	" <ul style="list-style-type: none"> • Replace non-compliant DO NOT ENTER signs on the General Dynamics parking lot driveway • Install tire shredder signs underneath DO NOT ENTER signs • Install ADA compliant curb ramps, push buttons, and sidewalk in the median and on the General Dynamics parking lot side of the intersection • Restripe the EB right turn lane on Harbor Drive to accommodate bicyclists • Work with General Dynamics to reverse the one-way flow of the parking lot closest to Harbor Drive and construct a median in the parking lot driveway to force exiting drivers to turn right "
127	NBSD Final ECF Evaluation	2016	Gate - Signal Updates	Gate 9/8th St and East Harbor Drive	" <ul style="list-style-type: none"> • Switch the NB protected left turn phase from leading to lagging to help alleviate queuing during the AM peak hour • Install additional traffic loops on the EB approach (installation outbound lanes) to extend the points of detection closer to the installation perimeter fence "
128	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Gate - Capacity	Gate 6A west of Harbor Dr	Left-turn pocket from WB Harbor Dr to Gate 6A (truck-only gate south of 32nd St)
129	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Freight	E Belt St around the shipyard area	Evaluate roadways and shipyards for additional opportunities to establish bus/truck loading, parking, and queueing areas

	Study	Year	Type	Extents	Description
130	Port of San Diego Harbor Drive Multimodal Corridor Study	2020	Freight	Harbor Dr	Dedicated lanes and signal priority for truck freight. Includes freight signal priority, queue jumps, delineators and signage; generally aligned in the #1 lanes and median
131	NBSD Parking Traffic Overview	2018	Parking	Parking lot west of gate 6 along Harbor Dr	Design and implement a parking structure in Lot 1U to net at least 2,000 new spaces. Add an additional shuttle stop to the Central and Southern routes at the structure.
132	NBSD Parking Traffic Overview	2018	Transit	Near the pedestrian bridge west of parking lot 1Q along Harbor Dr	Improve the existing shuttle origination point near west end of the Pedestrian Bridge into a Mobility Hub capable of supporting multiple shuttles concurrently with personnel weather shelters and provide bicycle racks.
133	MMAS: December 2018 Workshop NBC Table	2018	Transit	East Side of Bay: NBC	Park and Ride on the east side of the bay with a direct service connection to the NBC bases
134	MMAS: SANDAG Regional Plan (2015)	2015	Roadway	I-15: I-15 to Kinder Morgan MV Terminal	I-15 Access to Kinder Morgan MV Terminal
135	NBSD Parking Traffic Overview	2018		W 8th Street to Dry-Side	<ul style="list-style-type: none"> • Install a new pedestrian turnstile with ADA gate for bicycles at the northwest corner of the Defense Logistics Agency (DLA) compound • Add a new pedestrian/bicycle bridge over the 7th Street Channel • Add a multi-use path to McCandless Blvd to provide transit users access to Dry-side that does not currently exist"
136	NBSD Parking Traffic Overview	2018		Pedestrian bridge just east of parking lot 1Q, connecting to McKean St	Expand the existing pedestrian bridge for bicycle usage by including on- and off-ramps and widening the bridge deck
137	1-5 Fly Over CP	N/A	Interstate	East Harbor Drive to Main Street	Interchange to be created between Harbor Drive and Main Street with a bridge structure, raised roadway, and retaining walls
138	NBSD Installation Development Plan	2017	Interstate	East Harbor Drive and 32nd Street	Construct an I-15 flyover ramp
139	Port of San Diego Harbor Drive Multimodal Corridor Study	2020		Boston Ave	Traffic calming improvements including potential bike boulevard between 26th and 28th

Appendix B. Top 26 Prioritized Project Descriptions

	Primary Corridors and Intersections	Location (Start)	Location (End)	Sourced Plan	Project Description
1	32nd St	Harbor Dr	Main St	Port CIP	Grade Separated Improvements: a partially raised tee intersection for turning movement from Harbor Drive to I-5
2	8th Street Transit Station	N/A	N/A	NC HF-2WF	<p>“Six-story Transportation Center</p> <ul style="list-style-type: none"> • Paid contractor/public parking on levels 1-3 • Navy parking on levels 4-5 • Deployed sailor parking with PV shade shelters and deployment lockers on level 6 • Bottom-floor services, hospitality and retail • Primary structure entrance/ticketing plaza • Central Courtyard for ventilation, natural lighting and day uses • Gates to control courtyard (locked at night) • 3rd to 6th floor parking over existing busway and MTS parking • 3rd to 6th floor parking over existing busway and MTS parking • Parking structure elevators • Drop-off for the transportation center • Pedestrian bridge across rail line and Harbor Dr. to 8th Street gate”

	Primary Corridors and Intersections	Location (Start)	Location (End)	Sourced Plan	Project Description
3	32nd St @ Transit Station	N/A	N/A	NC HF-2WF	<p>“Formal drop-off locations for:</p> <ul style="list-style-type: none"> • Trolley Kiss and Ride <p>Uber/Lyft and carpool pick-ups at:</p> <ul style="list-style-type: none"> • Southbound 32nd St with turn-around circle added at the Exchange Gas Station access road • Northbound 32nd St with drop-off striped at the currently closed gate #6/5B; Westbound Harbor Drive <p>Refurbished drop-off waiting plaza</p> <ul style="list-style-type: none"> • Gate 5B ADA improvements to allow the gate to be reopened to process bike and pedestrian access • Accessible ramps for wheelchairs and bikes added to the existing pedestrian bridge; <p>SANDAG intends to remove the pedestrian bridge with the Bayshore Bikeway; they will be replaced with intersection bulb-outs, median refuges, LPI’s and high visibility crosswalks”</p>
4	28th St	Harbor Dr	Main St	Port HDMC	<p>Reconfigure to increase capacity and improve access between Harbor Dr and Main St; also reconfigure to increase capacity and improve access between Main St and National Ave; initial study assumed 2 NB and 3 SB lanes with raised median</p>
5	28th St @ Boston Ave	N/A	N/A	Port HDMC	<p>Relocate on-ramp from Boston Ave to 28th St to reduce community impacts and improve freight mobility</p>
6	Division St @ Main St	N/A	N/A	NC DT	<p>“• Reconfigure Roosevelt Ave where National City Blvd meets Main St and where Division St comes in from the north</p> <ul style="list-style-type: none"> • Realign so there is a favorable design for signalization and safe traffic lane alignments”

	Primary Corridors and Intersections	Location (Start)	Location (End)	Sourced Plan	Project Description
7	Main St	Vesta St	Yama St	Port HDMC	In conjunction with Vesta St bridge, operational and capacity improvements to accommodate additional traffic entering Naval Base at Gates 29 and 32
8	Civic Center Dr (Project #1)	Tidelands Ave	Wilson Ave	SANDAG Bike	Construct a class III bike route
9	Bay Marina Dr - Mile of Cars	McKinley Ave	Hoover Ave	NC HF-2WF	<p>“Bike safety enhancements such as:</p> <ul style="list-style-type: none"> • Bike priority lanes, modified bike priority lanes or shared lane markings • Pedestrian recommendations include high visibility crosswalks, curb extensions, RRFBs or PHBs • Optional: Ramped 10’ wide prefabricated bridge for bicycles and pedestrians; support system will need to work in Caltrans approved locations and be able to be a minimum of 10’ under power cables on the east side and 20’ over the freeway. It will need to meet a <8% grade”
10	Main St @ Yama St	N/A	N/A	Port HDMC	In conjunction with Vesta St Bridge, operational and capacity improvements where feasible and real-time wait signs
11	Civic Center Dr (Project #2)	Tidelands Ave	Wilson Ave	Port CIP	<ul style="list-style-type: none"> • Create a direct connection with Harbor Drive and Tidelands Avenue • Signalize Wilson Avenue at Civic Center Drive • Add northbound lane on Wilson Avenue • Widen Northbound 1-5 ramp”
12	8th St @ Hoover Ave	N/A	N/A	Port HDMC	Signalize intersection
13	Bay Marina Dr	Cleveland Ave	Railroad	SANDAG Bike	Construct a class IV bike lane

	Primary Corridors and Intersections	Location (Start)	Location (End)	Sourced Plan	Project Description
14	Cleveland Ave	Civic Center Dr	Bay Marina Dr	Port HDMC	Construct class II bike lanes connecting Civic Center Dr to Bay Marina Dr
15	Boston Ave	29th St	32nd St	NC DT	Construct a class I multi-use path from 29th St to 32nd St
16	19th St	Harbor Dr	McKinley Ave	NC DT	Urban trail
17	Bay Marina Dr	Cleveland Ave	Marina Way	Port HDMC	Cleveland Ave-Marina Way Connection across Bay Marina Dr
18	19th St	Tidelands Ave	McKinley Ave	NC HF-2WF	<p>“Road diet between Tidelands Ave and McKinley Ave</p> <ul style="list-style-type: none"> • Install two-way cycle track between McKinley Ave and Wilson Ave • Pedestrian recommendations include high visibility crosswalks, traffic calming and curb extensions”
19	19th St @ Tidelands Ave	N/A	N/A	Port HDMC	Reconfigure intersection to add dual NB left turn lanes and exclusive SB right turn lane on Tideland Ave for access to Naval Base Gate 13 on 19th St.
20	Sampson St @ Harbor Blvd	N/A	N/A	Port HDMC	Reconfiguration of intersection to improve operations and bike/ped access to shipyards
21	National City Blvd	18th St	26th St	INTRA-Connect	Redesign intersection crossing to accommodate peds and add high visibility crosswalks and placemaking

	Primary Corridors and Intersections	Location (Start)	Location (End)	Sourced Plan	Project Description
22	Sampson St @ Logan Ave	N/A	N/A	Port HDMC	Add a new traffic signal and restriping to accommodate exclusive left turn lanes in SB and NB directions
23	19th St @ Wilson St	N/A	N/A	INTRA-Connect	Add stop sign if warranted
24	Hoover Ave	Mile of Cars Way	30th St	Port HDMC	<ul style="list-style-type: none"> • Road diet and traffic calming between Mile of Cars Way and 30th Street to install bike lanes • Pedestrian recommendations include high visibility crosswalks • Install truck aprons to slow turning speeds”
25	Harbor Dr to McKinley Bike Path	Civic Center Dr	McKinley Ave	SD Bike	Construct a class I multi-use path
26	Mckinley Ave	14th St	Bay Marina Dr	SD Bike	Construct a class IV bikeway

Appendix C. Current (2023) Peak-Hour Turning Movement Volumes

1. West 19th Street & Cleveland Avenue

NS/EW Streets:	Cleveland Ave				Cleveland Ave				W 19th St				W 19th St				TOTAL
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	
6:00 AM	25	18	10	0	8	8	76	0	8	5	6	0	0	0	0	0	164
6:15 AM	52	20	6	0	4	7	77	0	5	4	2	0	0	0	0	0	177
6:30 AM	15	17	7	1	15	6	50	1	8	3	2	0	0	0	0	0	125
6:45 AM	22	14	9	0	18	15	45	0	4	3	5	0	0	0	0	0	135
7:00 AM	24	19	9	0	31	11	38	0	2	3	2	0	0	0	0	0	139
7:15 AM	16	21	3	1	11	11	30	0	2	2	4	0	0	0	0	0	101
7:30 AM	18	32	4	0	23	16	20	0	3	3	4	0	0	0	0	0	123
7:45 AM	16	44	4	0	20	23	22	0	6	2	1	0	0	0	0	0	138
8:00 AM	9	17	4	0	15	10	12	1	2	5	4	1	0	0	0	0	80
8:15 AM	10	42	8	0	15	10	11	0	2	8	5	0	0	0	0	0	111
8:30 AM	9	21	6	0	15	19	13	0	0	0	3	0	0	0	0	0	86
8:45 AM	4	15	7	0	19	10	11	0	2	11	2	0	0	0	0	0	81
TOTAL VOLUMES :	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
APPROACH %'s :	38.00%	48.36%	13.30%	0.35%	25.97%	19.54%	54.22%	0.27%	32.84%	36.57%	29.85%	0.75%	0	0	0	0	1460
PEAK HR :	06:00 AM - 07:00 AM																TOTAL
PEAK HR VOL :	114	69	32	1	45	36	248	1	25	15	15	0	0	0	0	0	601
PEAK HR FACTOR :	0.548	0.863	0.800	0.250	0.625	0.600	0.805	0.250	0.781	0.750	0.625	0.000	0.000	0.000	0.000	0.000	0.849
	0.692				0.897				0.724								
PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	
2:00 PM	7	8	3	0	27	13	10	0	9	43	23	0	0	0	0	0	143
2:15 PM	4	10	2	0	33	27	16	0	2	32	26	0	0	0	0	0	152
2:30 PM	0	11	7	0	43	66	13	0	9	49	38	0	0	0	0	0	236
2:45 PM	3	9	4	0	32	30	8	0	6	20	28	0	0	0	0	0	140
3:00 PM	3	10	7	0	31	53	10	0	4	41	33	0	0	0	0	0	192
3:15 PM	0	5	6	0	35	62	11	0	3	28	23	0	0	0	0	0	173
3:30 PM	2	8	9	0	36	50	6	0	6	45	35	0	0	0	0	0	197
3:45 PM	0	7	7	0	30	46	3	0	4	20	18	0	0	0	0	0	135
4:00 PM	5	7	5	0	34	41	7	0	5	35	23	0	0	0	0	0	162
4:15 PM	4	6	5	0	30	39	2	0	3	20	15	0	0	0	0	0	124
4:30 PM	1	3	9	0	35	42	7	0	2	11	18	0	0	0	0	0	128
4:45 PM	5	5	12	0	39	39	4	0	3	10	6	0	0	0	0	0	123
TOTAL VOLUMES :	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
APPROACH %'s :	17.09%	44.72%	38.19%	0.00%	40.10%	50.30%	9.60%	0.00%	8.05%	50.86%	41.09%	0.00%	0	0	0	0	1905
PEAK HR :	02:30 PM - 03:30 PM																TOTAL
PEAK HR VOL :	6	35	24	0	141	211	42	0	22	138	122	0	0	0	0	0	741
PEAK HR FACTOR :	0.500	0.795	0.857	0.000	0.820	0.799	0.808	0.000	0.611	0.704	0.803	0.000	0.000	0.000	0.000	0.000	0.785
	0.813				0.807				0.734								

2. West 19th Street & McKinley Avenue

NS/EW Streets:	McKinley Ave				McKinley Ave				W 19th St				W 19th St				TOTAL
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	
6:00 AM	0	0	2	0	3	2	0	0	5	11	5	0	0	0	0	0	28
6:15 AM	0	0	1	0	4	2	0	0	3	12	1	0	0	0	0	0	23
6:30 AM	0	1	3	0	1	2	0	0	2	15	6	0	0	0	0	0	30
6:45 AM	0	4	2	0	0	3	0	0	2	21	9	0	0	0	0	0	41
7:00 AM	0	3	5	0	3	5	0	0	6	30	10	0	0	0	0	0	62
7:15 AM	0	1	5	0	2	4	0	0	1	14	3	0	0	0	0	0	30
7:30 AM	0	1	3	0	6	2	0	0	1	22	4	0	0	0	0	0	39
7:45 AM	0	1	1	0	2	2	0	0	0	26	3	0	0	0	0	0	35
8:00 AM	0	1	1	0	2	4	0	0	1	21	3	0	0	0	0	0	33
8:15 AM	0	2	1	0	5	0	0	0	3	24	3	0	0	0	0	0	38
8:30 AM	0	3	4	0	8	0	0	0	1	18	2	0	0	0	0	0	36
8:45 AM	0	1	2	0	3	1	0	0	4	28	4	0	0	0	0	0	43
TOTAL VOLUMES :	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
APPROACH %'s :	0.00%	37.50%	62.50%	0.00%	59.09%	40.91%	0.00%	0.00%	8.95%	74.69%	16.36%	0.00%	0	0	0	0	438
PEAK HR :	06:45 AM - 07:45 AM																TOTAL
PEAK HR VOL :	0	9	15	0	11	14	0	0	10	87	26	0	0	0	0	0	172
PEAK HR FACTOR :	0.000	0.563	0.750	0.000	0.458	0.700	0.000	0.000	0.417	0.725	0.650	0.000	0.000	0.000	0.000	0.000	0.694
	0.750				0.781				0.668								
PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	
2:00 PM	0	1	0	0	2	1	0	0	1	66	4	0	0	0	0	0	75
2:15 PM	0	1	3	0	2	1	0	0	1	62	6	0	0	0	0	0	76
2:30 PM	0	1	5	0	6	3	0	0	0	98	0	0	0	0	0	0	113
2:45 PM	0	0	1	0	9	1	0	0	0	55	0	0	0	0	0	0	66
3:00 PM	0	0	5	0	3	4	0	0	1	75	4	0	0	0	0	0	92
3:15 PM	0	0	4	0	4	4	0	0	1	63	1	0	0	0	0	0	77
3:30 PM	0	0	3	0	4	2	0	0	1	89	2	0	0	0	0	0	101
3:45 PM	0	2	3	0	11	1	0	0	0	58	2	0	0	0	0	0	77
4:00 PM	0	1	0	0	4	1	0	0	1	65	3	0	0	0	0	0	75
4:15 PM	0	0	3	0	3	4	0	0	1	56	1	0	0	0	0	0	68
4:30 PM	0	1	3	0	6	4	0	0	1	51	5	0	0	0	0	0	71
4:45 PM	0	0	3	0	3	1	0	0	0	55	3	0	0	0	0	0	65
TOTAL VOLUMES :	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
APPROACH %'s :	0.00%	17.50%	82.50%	0.00%	67.86%	32.14%	0.00%	0.00%	0.96%	95.31%	3.73%	0.00%	0	0	0	0	956
PEAK HR :	02:30 PM - 03:30 PM																TOTAL
PEAK HR VOL :	0	1	15	0	22	12	0	0	2	291	5	0	0	0	0	0	348
PEAK HR FACTOR :	0.000	0.250	0.750	0.000	0.611	0.750	0.000	0.000	0.500	0.742	0.313	0.000	0.000	0.000	0.000	0.000	0.770
	0.667				0.850				0.760								

3. West 19th Street & Tidelands Avenue

NS/EW Streets:	Tidelands Ave				Tidelands Ave				W 19th St				W 19th St				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	1 NL	2 NT	3 NR	4 NU	1 SL	2 ST	3 SR	4 SU	0 EL	1 ET	2 ER	3 EU	0 WL	1 WT	2 WR	3 WU	
6:00 AM	32	9	4	0	0	4	54	0	0	0	1	0	2	108	5	0	219
6:15 AM	48	10	0	0	0	3	38	0	0	0	0	0	2	107	2	0	210
6:30 AM	31	7	3	0	2	2	27	0	0	0	1	0	0	55	0	0	128
6:45 AM	25	4	2	0	3	5	20	0	0	1	0	0	0	51	6	0	117
7:00 AM	16	11	0	0	0	4	11	0	0	0	0	0	0	46	1	0	89
7:15 AM	14	8	0	0	0	4	7	0	1	0	0	0	1	35	0	0	70
7:30 AM	4	6	1	0	2	7	3	0	0	0	0	0	2	21	6	0	52
7:45 AM	8	5	2	0	1	6	3	0	0	0	0	0	3	12	1	0	41
8:00 AM	0	6	2	0	1	1	0	2	0	0	0	0	0	0	1	0	13
8:15 AM	2	5	2	0	1	3	0	0	2	3	0	0	1	3	4	0	26
8:30 AM	0	10	0	1	0	5	0	0	0	1	0	0	1	3	4	0	25
8:45 AM	0	14	0	0	0	2	2	1	1	3	2	0	0	2	2	0	29
TOTAL VOLUMES -	180	95	16	1	10	46	165	3	4	8	4	0	12	443	32	0	1019
APPROACH %'s :	61.64%	32.53%	5.48%	0.34%	4.46%	20.54%	73.66%	1.34%	25.00%	50.00%	25.00%	0.00%	2.46%	90.97%	6.57%	0.00%	
PEAK HR :	06:00 AM - 07:00 AM																TOTAL
PEAK HR VOL :	136	30	9	0	5	14	139	0	0	1	2	0	4	321	13	0	674
PEAK HR FACTOR :	0.708	0.750	0.563	0.000	0.417	0.700	0.644	0.000	0.000	0.250	0.500	0.000	0.500	0.743	0.542	0.000	0.769
			0.754			0.681				0.750				0.735			
PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	1 NL	2 NT	3 NR	4 NU	1 SL	2 ST	3 SR	4 SU	0 EL	1 ET	2 ER	3 EU	0 WL	1 WT	2 WR	3 WU	
2:00 PM	2	7	2	0	2	10	1	1	22	44	8	0	1	0	5	0	105
2:15 PM	0	12	0	0	2	9	0	0	9	35	13	0	4	1	3	0	87
2:30 PM	0	7	1	0	2	11	2	0	16	52	23	0	1	3	4	0	122
2:45 PM	0	2	2	0	1	12	0	0	12	25	9	0	1	2	2	0	68
3:00 PM	0	10	4	0	2	8	1	0	12	44	13	0	0	2	5	0	101
3:15 PM	0	4	0	0	2	6	1	0	13	28	12	0	1	0	1	0	68
3:30 PM	0	6	4	1	5	13	0	0	13	53	15	0	0	1	1	0	112
3:45 PM	0	4	1	0	1	6	0	0	6	34	8	0	1	0	3	0	64
4:00 PM	0	3	1	0	1	7	0	0	12	39	13	0	1	2	3	0	82
4:15 PM	0	3	0	0	0	5	0	0	2	30	10	0	0	0	1	0	51
4:30 PM	0	2	1	0	6	3	1	0	2	5	1	0	2	2	0	0	25
4:45 PM	0	3	2	0	5	5	0	0	0	0	1	0	0	0	1	0	17
TOTAL VOLUMES -	2	63	18	1	28	95	6	1	119	389	126	0	12	13	29	0	902
APPROACH %'s :	2.38%	75.00%	21.43%	1.19%	21.54%	73.08%	4.62%	0.77%	18.77%	61.36%	19.87%	0.00%	22.22%	24.07%	53.70%	0.00%	
PEAK HR :	02:00 PM - 03:00 PM																TOTAL
PEAK HR VOL :	2	28	5	0	6	42	3	1	59	156	53	0	7	6	14	0	382
PEAK HR FACTOR :	0.250	0.583	0.625	0.000	0.750	0.875	0.375	0.250	0.670	0.750	0.576	0.000	0.438	0.500	0.700	0.000	0.783
			0.729			0.867				0.736				0.844			

4. Main Street & 32nd Street

NS/EW Streets:	32nd St				32nd St				Main St				Main St				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	1 NL	2 NT	3 NR	4 NU	1 SL	2 ST	3 SR	4 SU	1 EL	2 ET	3 ER	4 EU	1 WL	2 WT	3 WR	4 WU	
6:00 AM	14	3	12	0	10	45	0	0	2	27	35	0	118	93	8	0	367
6:15 AM	18	5	3	0	9	43	0	0	2	23	30	0	100	79	15	0	327
6:30 AM	32	8	15	0	12	26	2	0	1	23	46	0	110	85	9	0	369
6:45 AM	25	7	7	0	9	31	0	0	0	26	36	0	109	90	10	0	350
7:00 AM	26	3	17	0	11	29	2	0	0	34	29	0	95	89	7	0	342
7:15 AM	40	3	23	0	17	33	0	0	1	30	57	0	107	121	21	0	453
7:30 AM	38	14	19	0	17	27	2	0	0	23	53	0	90	149	17	0	449
7:45 AM	28	6	13	0	18	12	3	0	2	27	47	0	75	149	24	0	404
8:00 AM	30	9	13	0	15	6	4	0	3	19	36	0	54	180	31	0	400
8:15 AM	24	9	17	0	15	9	1	0	1	23	18	0	60	188	20	0	385
8:30 AM	38	7	19	0	15	7	4	0	1	28	21	0	57	147	24	0	368
8:45 AM	22	7	27	0	23	15	8	0	2	21	17	0	53	91	17	0	303
TOTAL VOLUMES -	335	81	185	0	171	283	26	0	15	304	425	0	1028	1461	203	0	4517
APPROACH %'s :	55.74%	13.48%	30.78%	0.00%	35.63%	58.96%	5.42%	0.00%	2.02%	40.86%	57.12%	0.00%	38.19%	54.27%	7.54%	0.00%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	136	32	68	0	67	78	9	0	6	99	193	0	326	599	93	0	1706
PEAK HR FACTOR :	0.850	0.571	0.739	0.000	0.931	0.591	0.563	0.000	0.500	0.825	0.846	0.000	0.762	0.832	0.750	0.000	0.942
			0.831			0.770				0.847				0.960			
PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	1 NL	2 NT	3 NR	4 NU	1 SL	2 ST	3 SR	4 SU	1 EL	2 ET	3 ER	4 EU	1 WL	2 WT	3 WR	4 WU	
2:00 PM	33	24	72	0	14	13	4	0	4	62	29	0	40	36	13	0	344
2:15 PM	52	22	61	0	26	11	4	0	8	79	37	0	34	41	17	0	392
2:30 PM	48	26	69	0	27	12	6	0	6	129	28	0	42	69	32	0	494
2:45 PM	41	21	59	0	26	10	4	0	8	131	32	0	30	56	30	0	448
3:00 PM	45	19	66	0	36	23	2	0	7	159	25	0	36	54	29	0	501
3:15 PM	66	39	54	0	43	23	5	0	8	184	20	0	44	47	35	0	568
3:30 PM	53	36	70	0	42	28	4	0	12	198	31	0	41	53	31	0	599
3:45 PM	49	26	55	0	32	22	4	1	11	175	39	0	37	58	25	0	534
4:00 PM	32	22	50	0	40	17	3	0	3	184	47	0	33	40	34	0	505
4:15 PM	41	26	61	0	51	8	3	0	11	192	43	0	54	39	15	0	544
4:30 PM	39	21	44	0	26	15	3	0	5	160	55	0	28	39	21	0	456
4:45 PM	42	17	53	0	30	13	2	0	4	146	37	0	28	31	11	0	414
TOTAL VOLUMES -	541	299	714	0	393	195	44	1	87	1799	423	0	447	563	293	0	5799
APPROACH %'s :	34.81%	19.24%	45.95%	0.00%	62.09%	30.81%	6.95%	0.16%	3.77%	77.91%	18.32%	0.00%	34.31%	43.21%	22.49%	0.00%	
PEAK HR :	03:15 PM - 04:15 PM																TOTAL
PEAK HR VOL :	200	123	229	0	157	90	16	1	34	741	137	0	155	198	125	0	2206
PEAK HR FACTOR :	0.758	0.788	0.818	0.000	0.913	0.804	0.800	0.250	0.708	0.936	0.729	0.000	0.881	0.853	0.893	0.000	0.921
			0.868			0.892				0.946				0.948			

5. Main Street & I-5 On/Off-Ramp

NS/EW Streets:	I-15 On/Off-Ramp				I-15 On/Off-Ramp				Main St				Main St				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	0	0	0	0	0.5	0	0.5	0	1	2	0	0	0	2	1	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	
6:00 AM	0	0	0	0	32	0	149	0	7	33	0	0	0	81	35	0	337
6:15 AM	0	0	0	0	41	0	127	0	5	32	0	0	0	83	39	0	327
6:30 AM	0	0	0	0	44	0	115	0	14	28	0	0	0	96	38	0	335
6:45 AM	0	0	0	0	51	0	112	0	5	40	0	0	0	105	40	0	353
7:00 AM	0	0	0	0	48	0	105	0	16	58	0	0	0	90	45	0	362
7:15 AM	0	0	0	0	58	0	117	0	13	53	0	0	0	124	52	0	417
7:30 AM	0	0	0	0	65	0	117	0	14	45	0	0	0	133	81	0	455
7:45 AM	0	0	0	0	42	0	126	0	11	45	0	0	0	136	70	0	430
8:00 AM	0	0	0	0	14	0	139	0	8	50	0	0	0	136	65	0	412
8:15 AM	0	0	0	0	13	0	107	0	27	42	0	0	0	150	57	0	396
8:30 AM	0	0	0	0	16	0	95	0	27	48	0	0	0	122	37	0	345
8:45 AM	0	0	0	0	16	0	57	0	20	52	0	0	0	115	38	0	298
TOTAL VOLUMES :	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
APPROACH %'s :	0	0	0	0	440	0	1366	0	167	526	0	0	0	1371	597	0	4467
					24.36%	0.00%	75.64%	0.00%	24.10%	75.90%	0.00%	0.00%	0.00%	69.66%	30.34%	0.00%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	0	0	0	0	179	0	499	0	46	193	0	0	0	529	268	0	1714
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.688	0.000	0.897	0.000	0.821	0.910	0.000	0.000	0.000	0.972	0.827	0.000	0.942
							0.931				0.905				0.931		
PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				TOTAL
	0	0	0	0	0.5	0	0.5	0	1	2	0	0	0	2	1	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	
2:00 PM	0	0	0	0	24	0	35	0	74	93	0	0	0	84	43	1	354
2:15 PM	0	0	0	0	21	0	40	0	64	117	0	0	0	69	61	0	372
2:30 PM	0	0	0	0	21	0	46	0	68	147	0	0	0	110	79	0	471
2:45 PM	0	0	0	0	63	0	43	0	90	144	0	0	0	88	43	0	471
3:00 PM	0	0	0	0	37	0	44	0	116	164	0	0	0	88	43	0	492
3:15 PM	0	0	0	0	54	0	28	0	107	192	0	0	0	92	38	0	511
3:30 PM	0	0	0	0	78	0	45	0	102	217	0	0	0	87	44	0	573
3:45 PM	0	0	0	0	103	0	40	0	93	165	0	0	0	67	43	0	511
4:00 PM	0	0	0	0	54	0	36	0	96	195	0	0	0	90	30	0	501
4:15 PM	0	0	0	0	44	0	19	0	74	211	0	0	0	76	38	0	462
4:30 PM	0	0	0	0	54	0	39	0	82	174	0	0	0	58	30	0	437
4:45 PM	0	0	0	0	79	0	30	0	85	170	0	0	0	56	19	0	439
TOTAL VOLUMES :	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
APPROACH %'s :	0	0	0	0	632	0	445	0	1051	1989	0	0	0	965	511	1	5594
					58.68%	0.00%	41.32%	0.00%	34.57%	65.43%	0.00%	0.00%	0.00%	65.34%	34.60%	0.07%	
PEAK HR :	03:15 PM - 04:15 PM																TOTAL
PEAK HR VOL :	0	0	0	0	289	0	149	0	398	769	0	0	0	336	155	0	2096
PEAK HR FACTOR :	0.000	0.000	0.000	0.000	0.701	0.000	0.828	0.000	0.930	0.886	0.000	0.000	0.000	0.913	0.881	0.000	0.914
							0.766				0.915				0.937		

Appendix D. Future Baseline Conditions for 8th and Roosevelt Active Transportation Corridor Project and West 19th Street Greenway Improvement Project

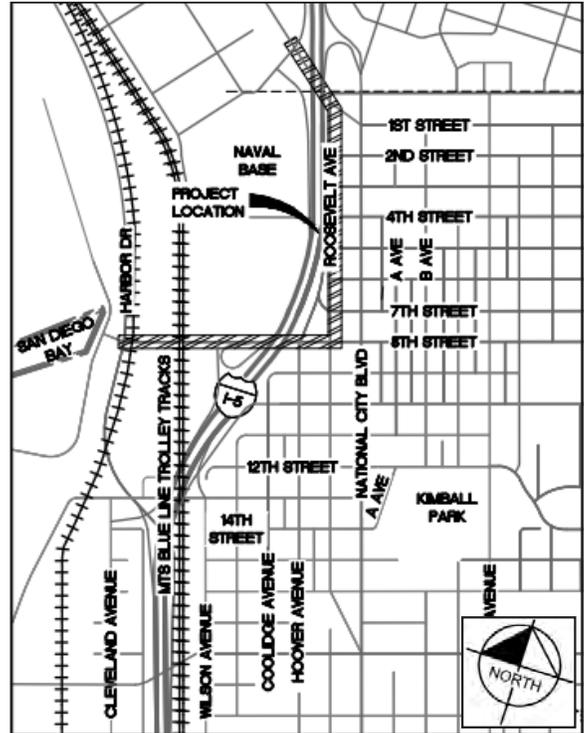
1. 8th and Roosevelt Active Transportation Corridor Project

Project Descriptions:

Project provides streetscape, lighting, signage, mobility options, urban greening, and stormwater runoff to the north side of 8th Street between Harbor Drive and Roosevelt Avenue, the west side of Roosevelt Avenue between 8th Street and Main Street, and the south side of Main Street between Roosevelt Avenue and Yama Street. The project also includes parking improvements, traffic signal modifications/additions, and at-grade crossing improvements.

Work to be Done:

- | | |
|--|-------------------------------------|
| 1. Shared-use path | 6. Lighting |
| 2. Sidewalk | 7. Water quality basin |
| 3. Curb extensions at 8th Street & Roosevelt Avenue and at Division Street & Main Street | 8. Parking |
| 4. Landscape | 9. Traffic signal improvements |
| 5. Irrigation | 10. At-grade crossing modifications |



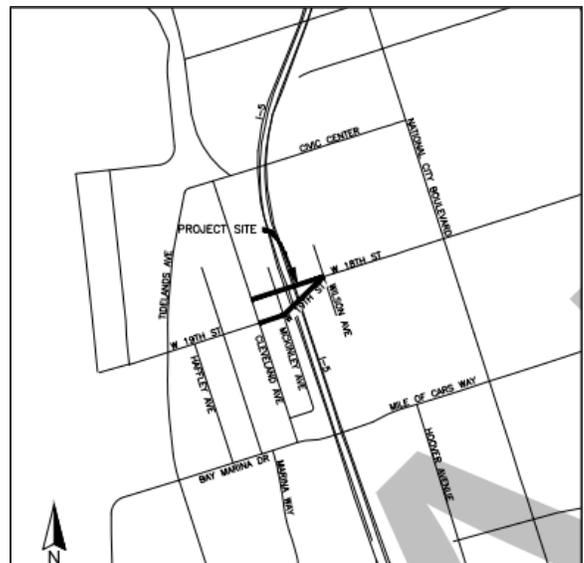
2. West 19th Street Greenway Improvement Project

Project Descriptions:

Improvements to West 19th Street, between Cleveland Avenue and Wilson Avenue. Improvements to West 18th Street between McKinley Avenue and Wilson Avenue.

Work to Be Done:

1. Class I bikeway and pedestrian path along West 19th Street, between McKinley Avenue and Wilson Avenue.
2. Pedestrian and site amenities along West 19th Street, between McKinley Avenue and Wilson Avenue.
3. Signing and striping modifications on West 19th Street, between Cleveland Avenue and Wilson Avenue.
4. Electrical and lighting modifications on West 19th Street, between McKinley Avenue and Wilson Avenue.
5. Landscape and irrigation modifications on West 19th Street, between McKinley Avenue and Wilson Avenue.
6. Temporary water pollution controls on West 19th Street, between McKinley Avenue and Wilson Avenue.
7. Signing and striping modifications on West 18th Street, between McKinley Avenue and Wilson Avenue.



Appendix E. Project Concepts

Level 1

Mile of Cars Way, Alternative 1

Mile of Cars Way, Alternative 2

Main Street, Alternative 1

Main Street, Alternative 2

Level 2

National City Boulevard

8th Street (Dry Side)

Level 3

W. 19th Street, Alternative 1

W. 19th Street, Alternative 2

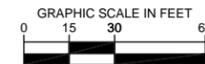
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MATCHLINE - SEE SHEET 1
OF ALTERNATIVE 1 OR
ALTERNATIVE 2

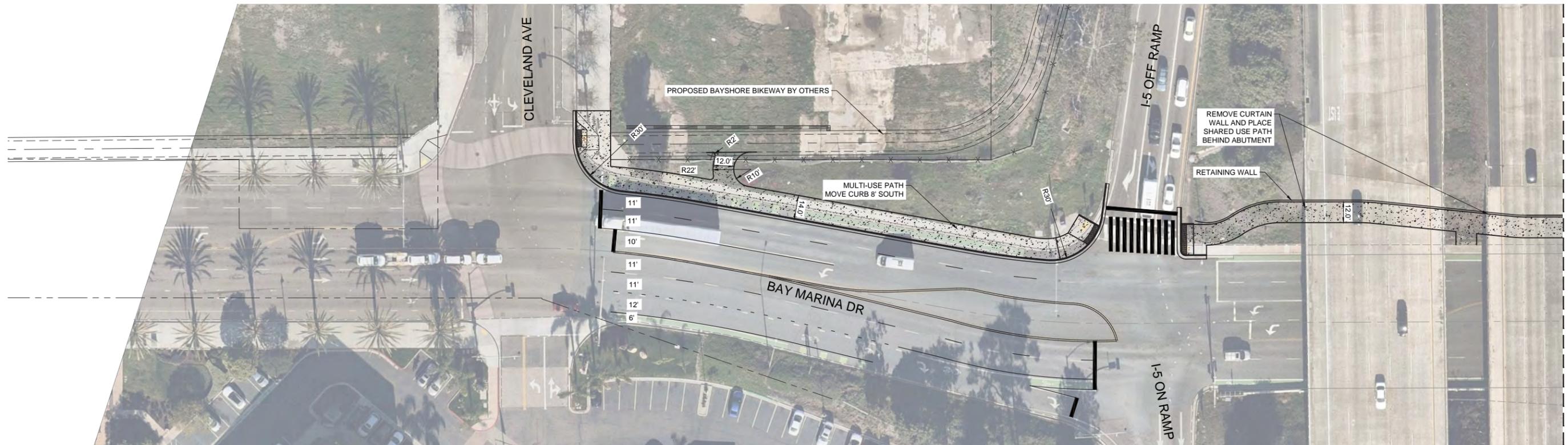


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November 2023

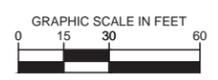


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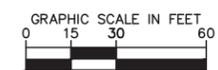
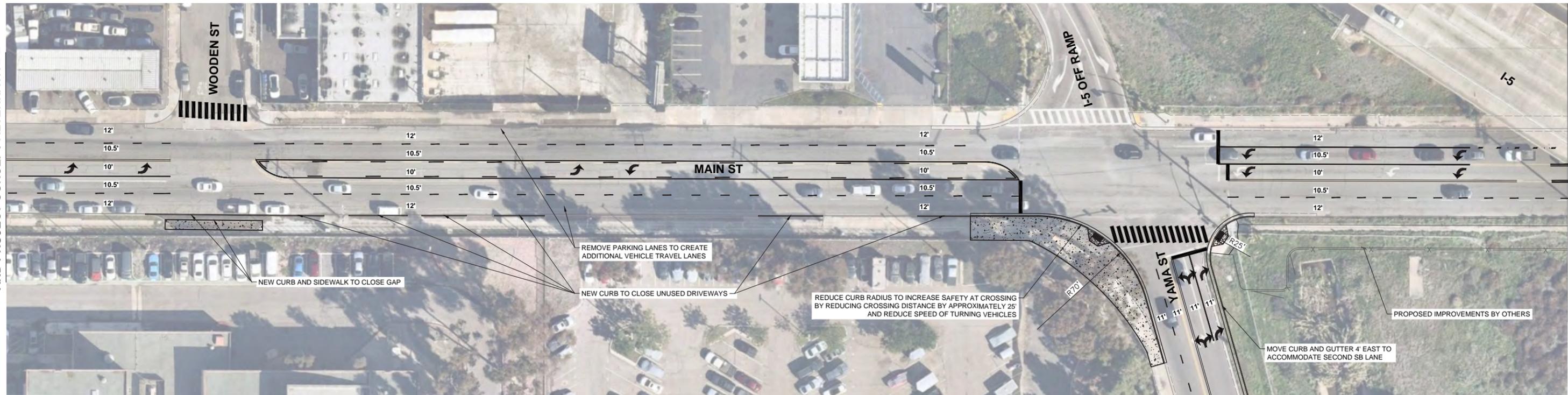
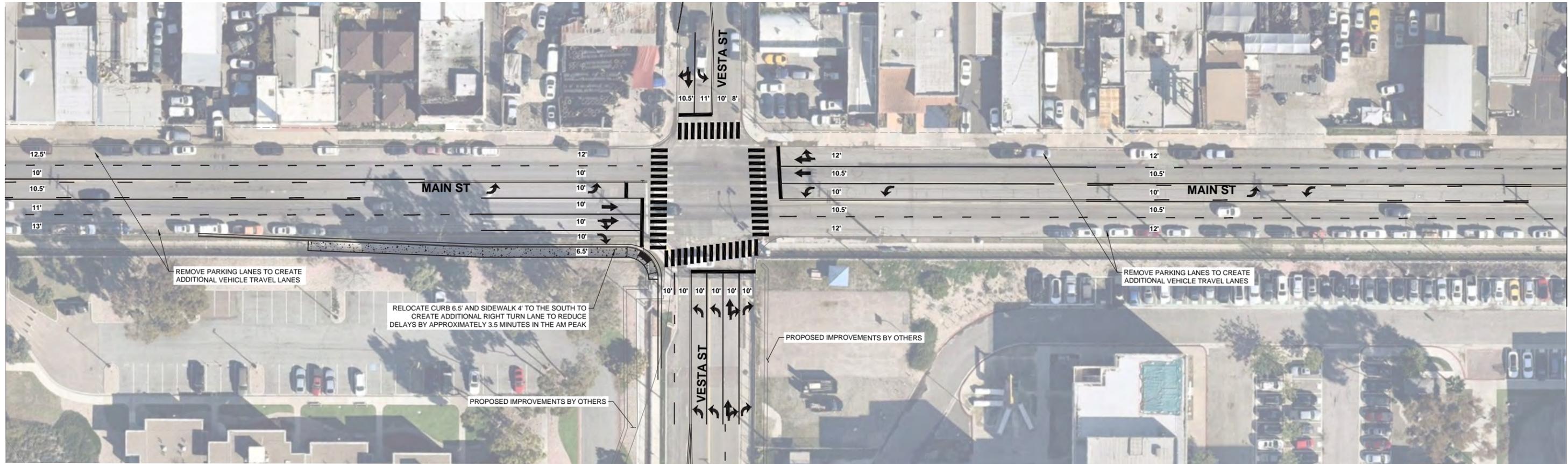


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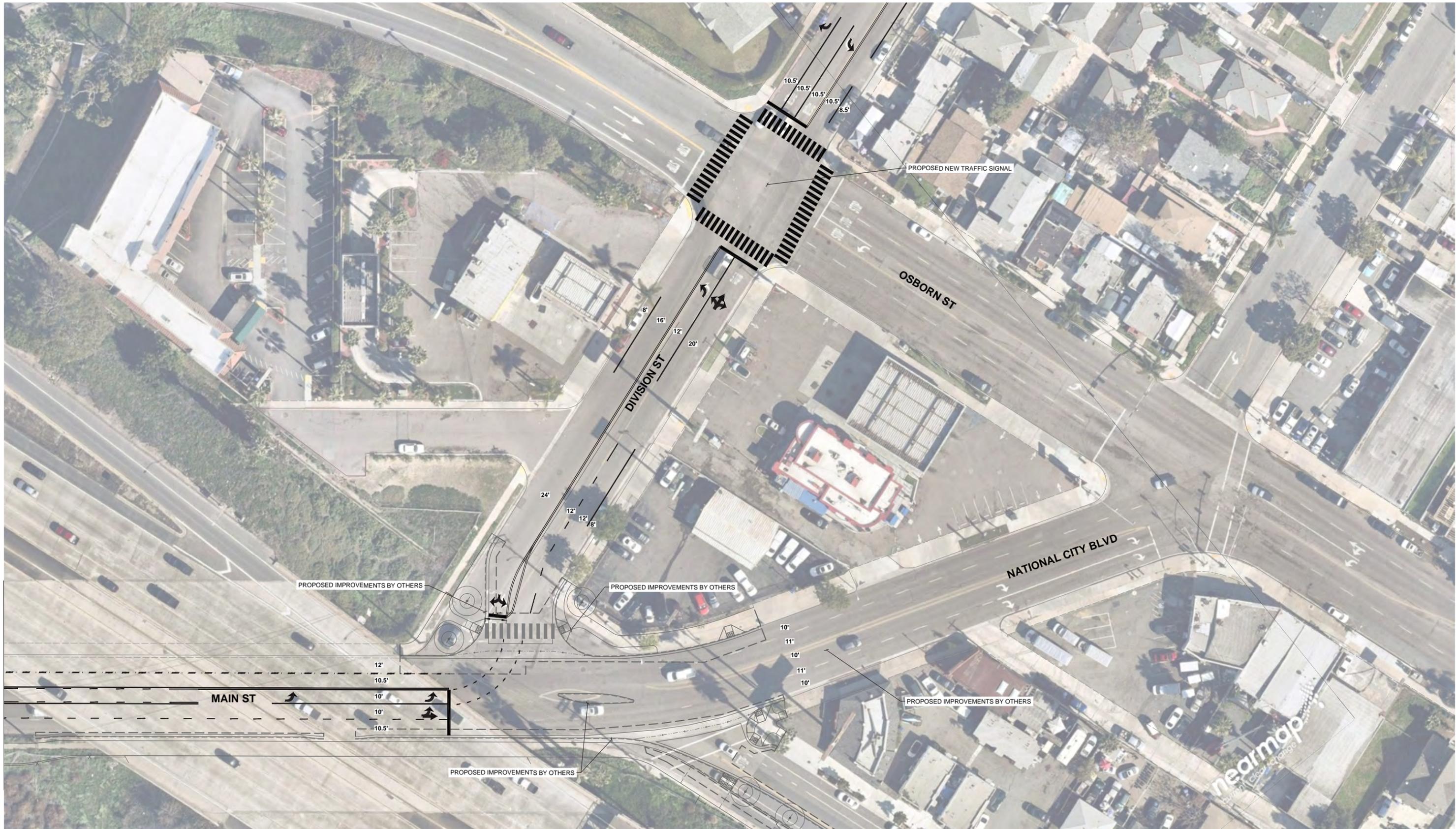
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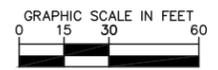
November 2023



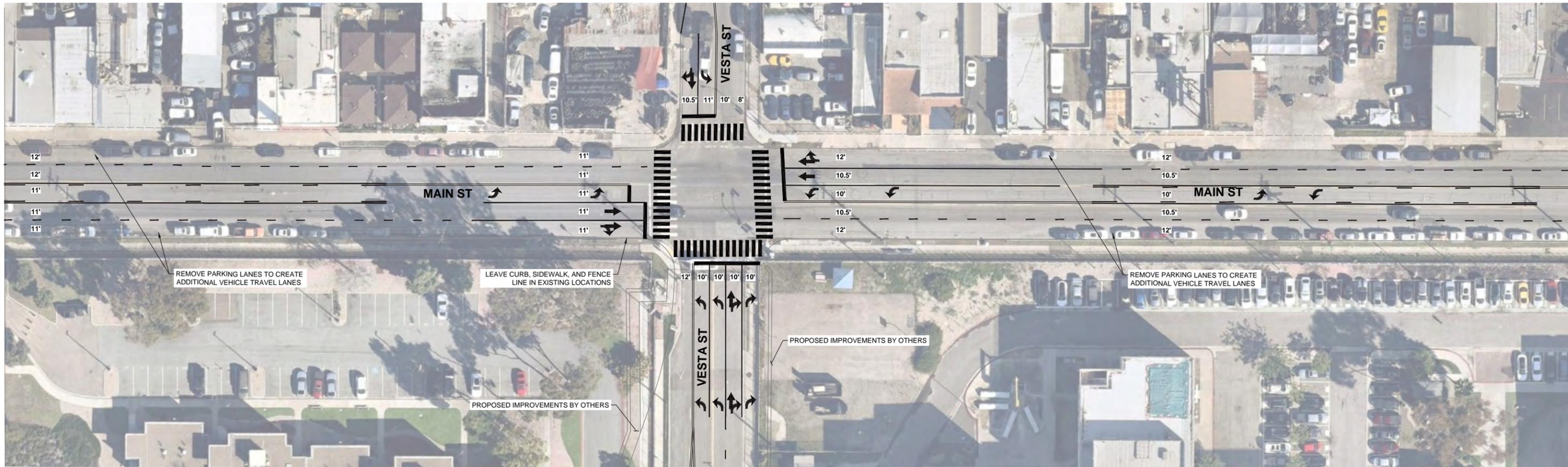
November 2023



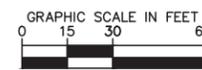
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November 2023

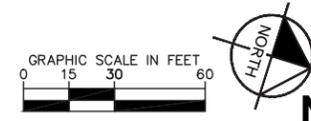
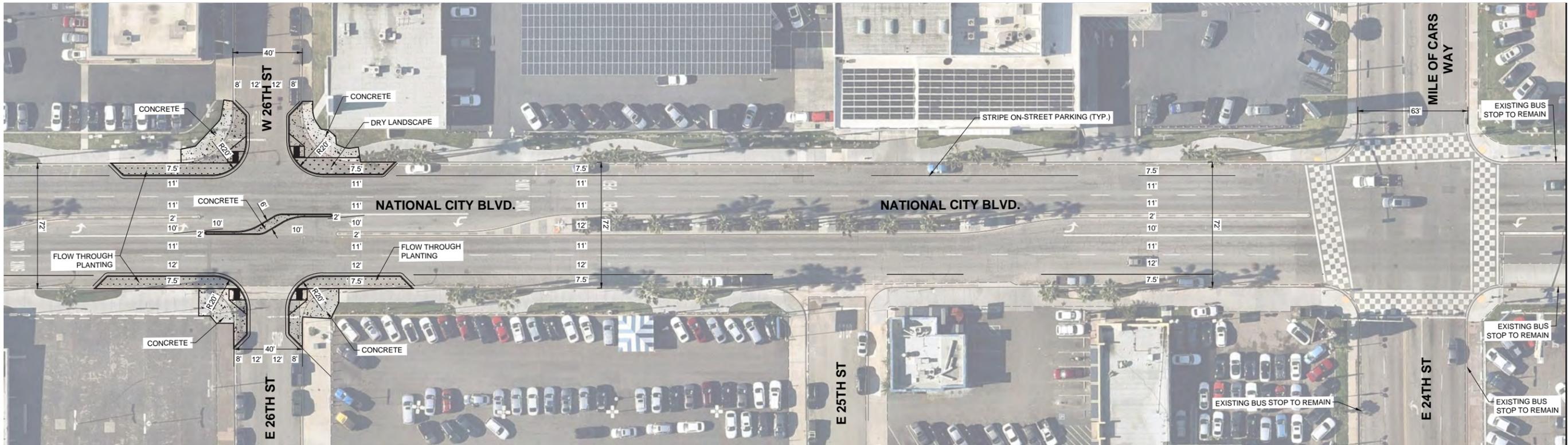


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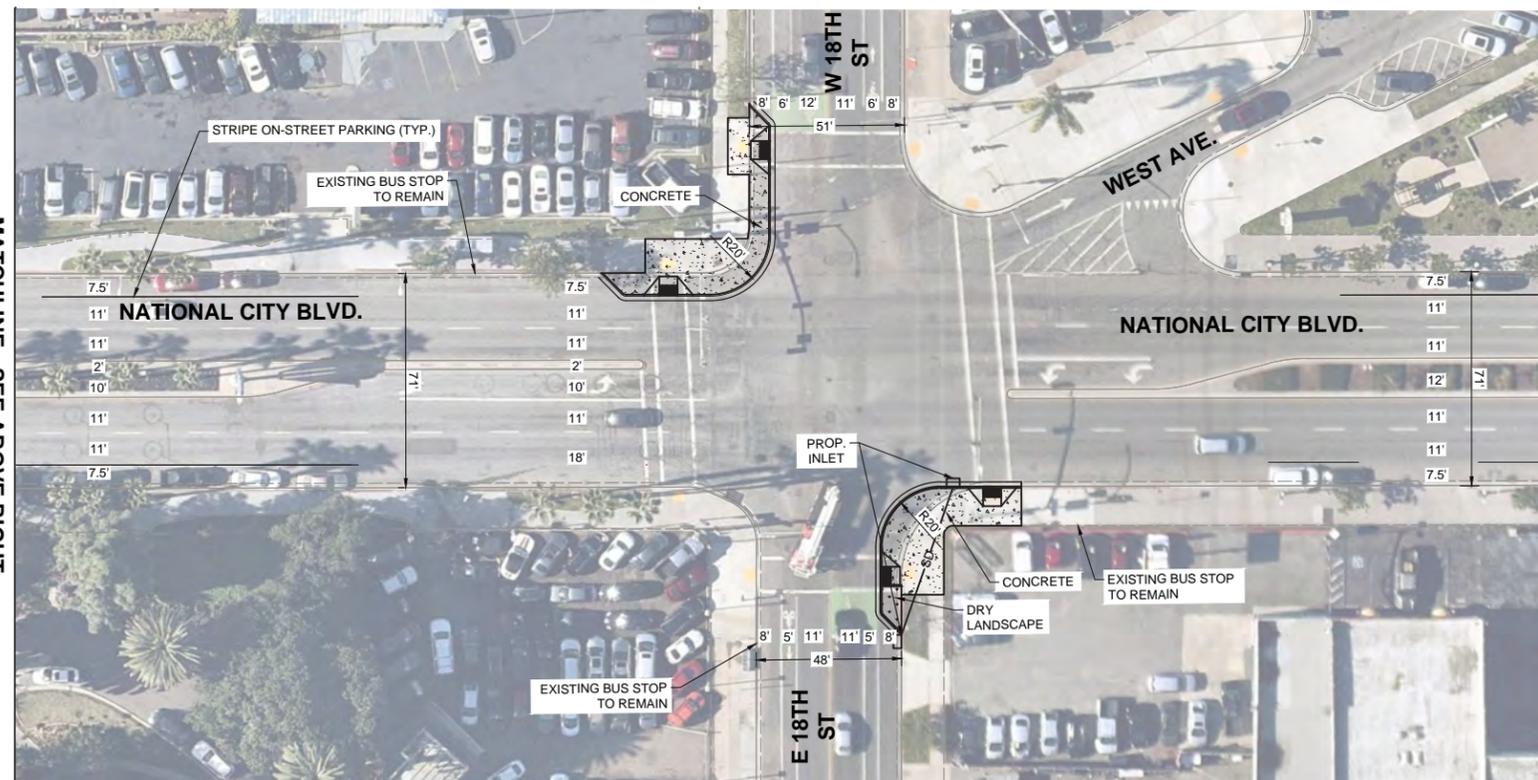


November 2023

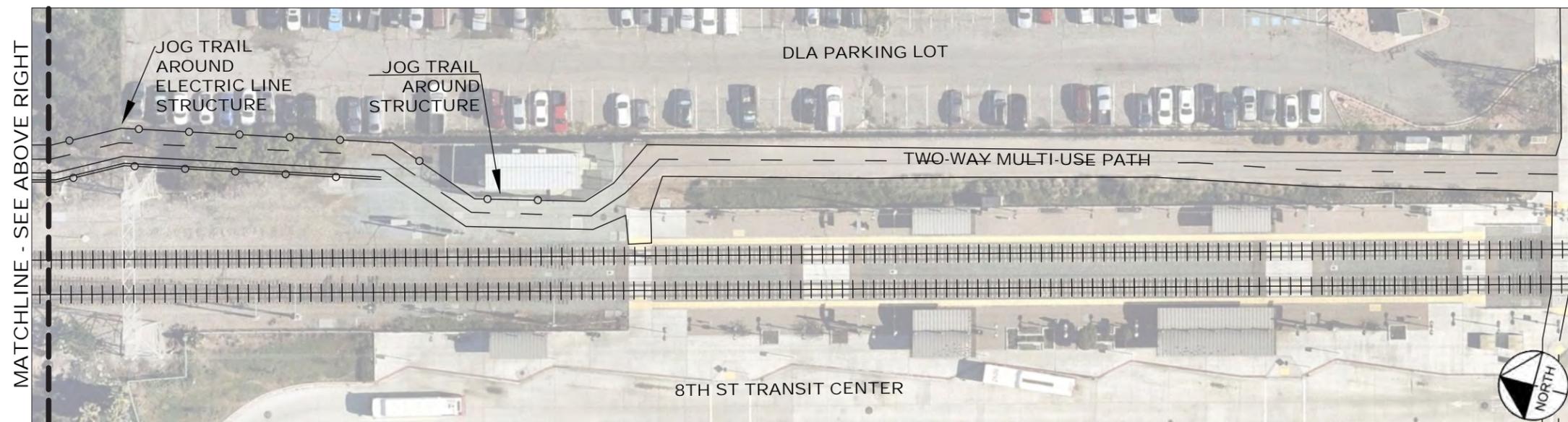
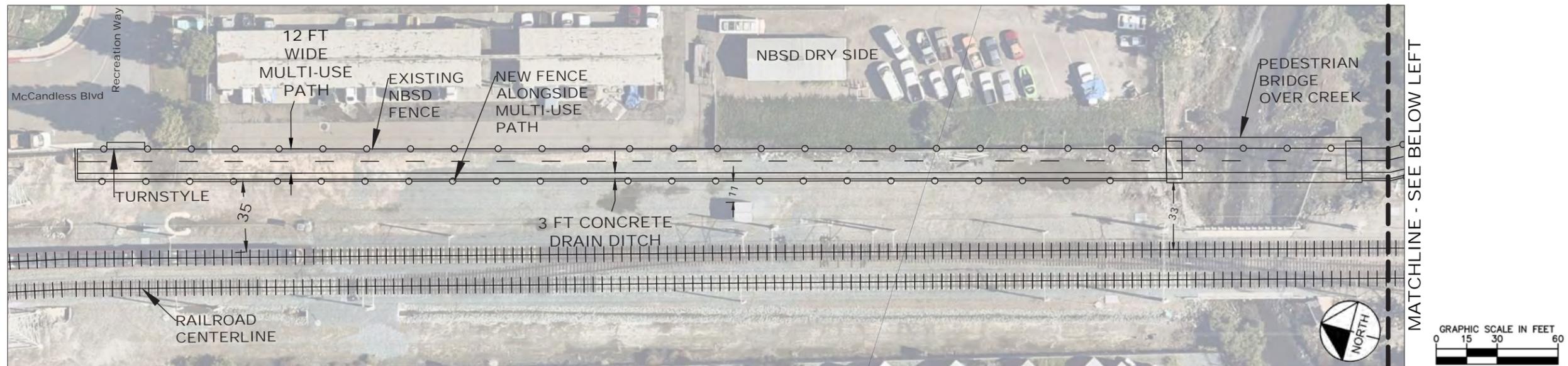
Office of Local Defense Community Cooperation
 Main Street Between Vesta Street and Osborn Street | Page 1/1
 Project Concept Alternative 2



November 2023

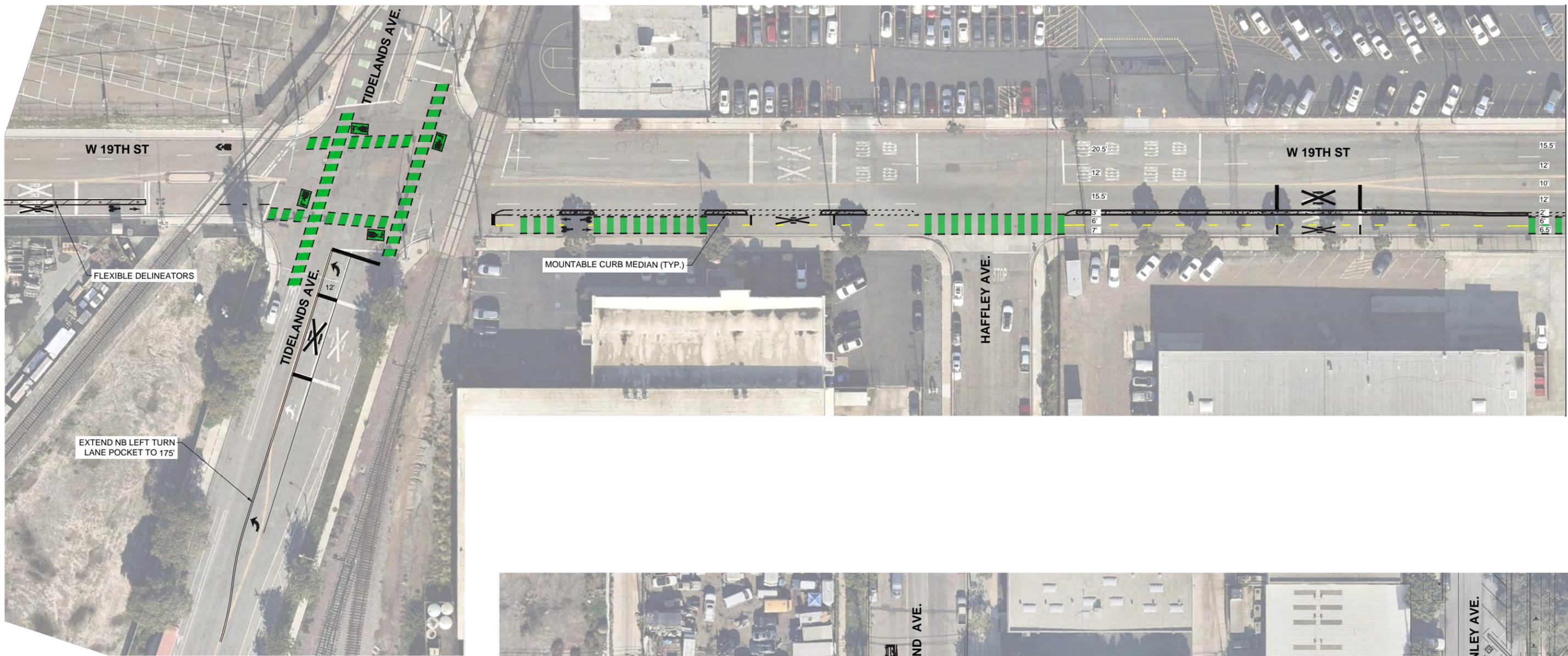


November 2023

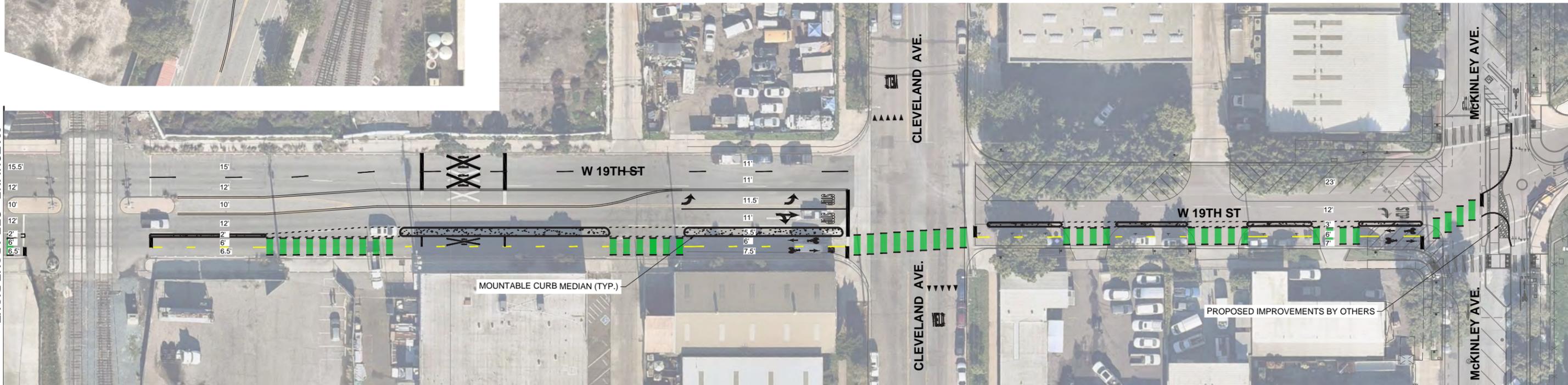


Bike Turnstile sample

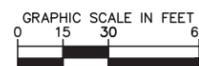
- 8th St to NBSD Dry Side
- Two-Way Multi-Use Path
- Bike Turnstile
- Bridge Over Creek



MATCHLINE - SEE BELOW LEFT



MATCHLINE - SEE ABOVE RIGHT

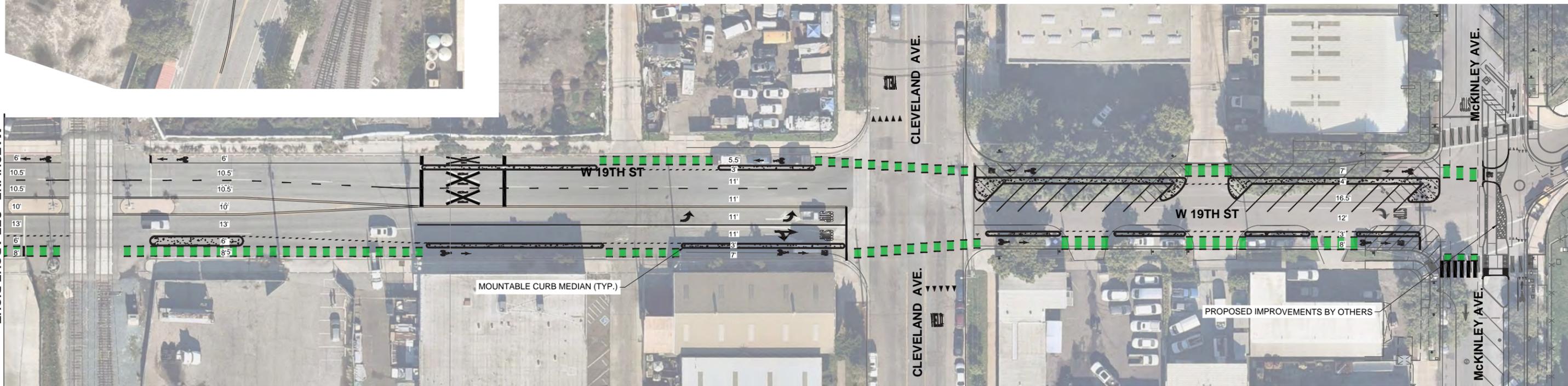
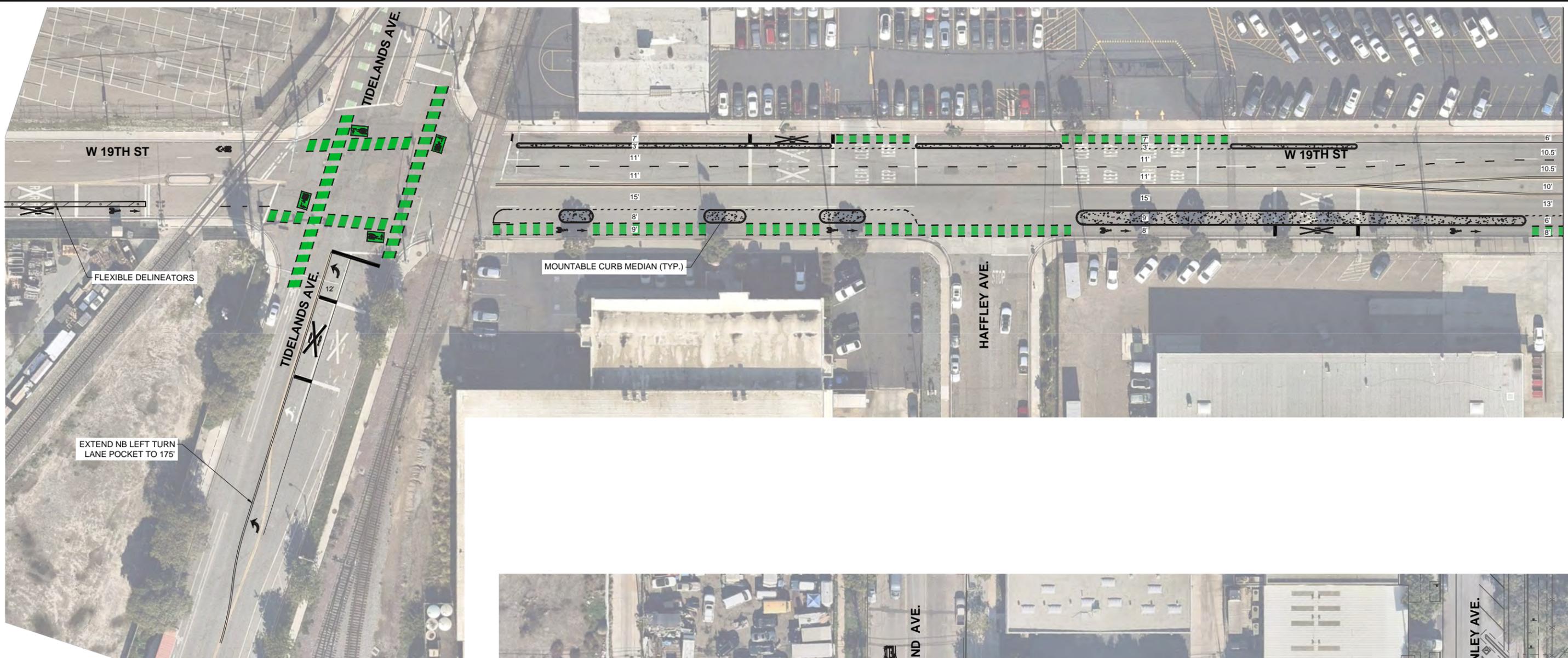


November 2023

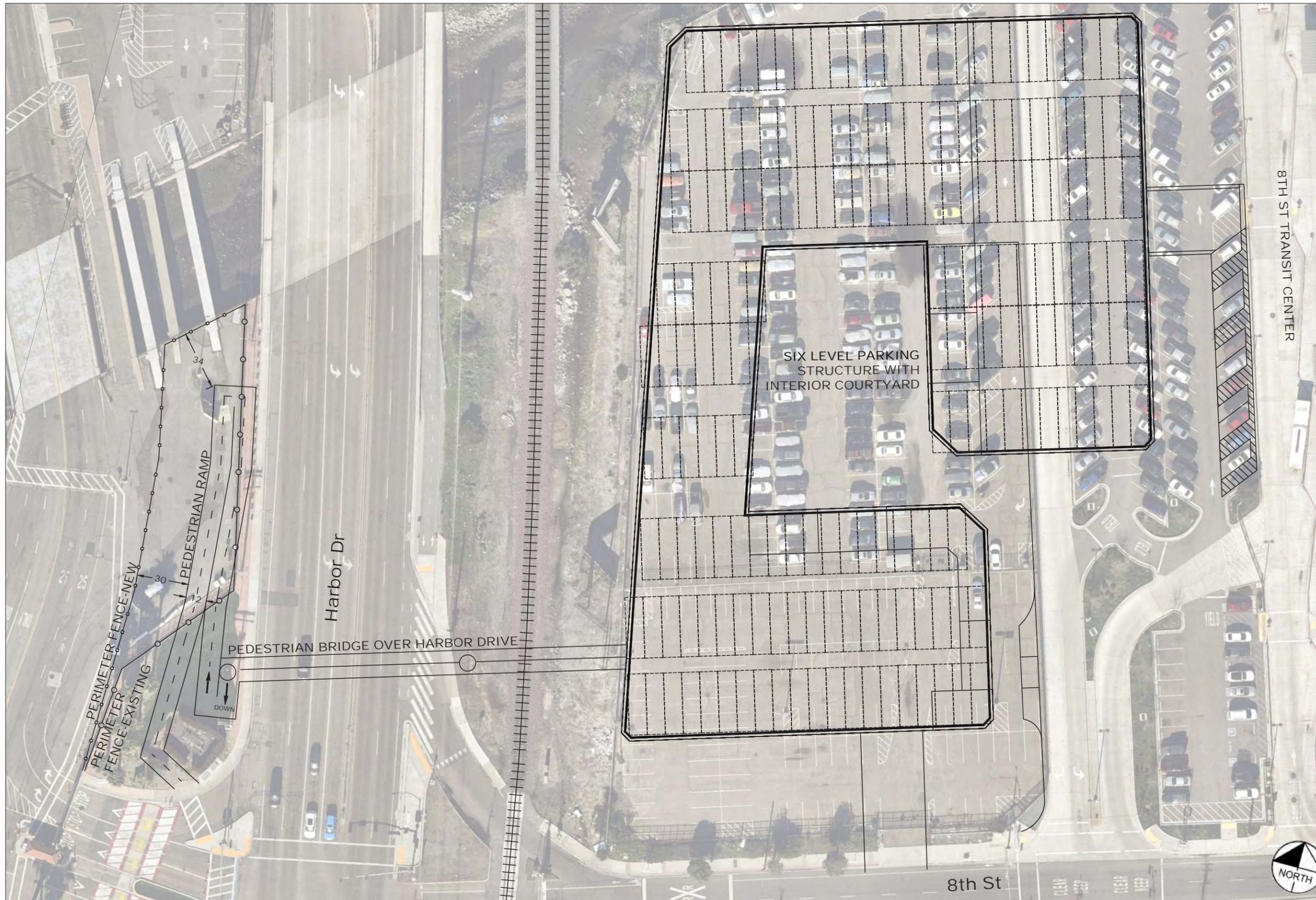
Office of Local Defense Community Cooperation

W 19TH Street Between Tidelands Street and McKinley Avenue | Page 1/1

Project Concept Alternative 1



November 2023



8th St to NBSD Wet Side
 -Multi-Story Parking Structure
 -Pedestrian Bridge Over Harbor Drive



AGENDA REPORT

Department: City Manager's Office
Prepared by: Molly Brennan, Administrative Services Director
Meeting Date: Tuesday, January 16, 2024
Approved by: Benjamin A. Martinez, City Manager

SUBJECT:

Chief of Police Employment Agreement

RECOMMENDATION:

Adopt a Resolution entitled, "Resolution of the City Council of the City of National City, California, Authorizing a three-year Employment Agreement between the City of National City and Alejandro Hernandez for the position of Chief of Police with an Annual Base Salary of \$246,868.23 Effective January 16, 2024."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:

Not Applicable.

EXPLANATION:

On December 5, 2023, Police Chief Jose Tellez retired from the City of National City after serving the community for 35 years. City Manager Martinez appointed Assistant Police Chief Alejandro Hernandez to succeed Chief Tellez as the next National City Police Chief. It is the City's past practice to authorize an employment agreement with the individual appointed as Police Chief in order to define their compensation and terms of employment. As an agreement that exceeds \$50,000 in cost each year, the agreement requires City Council approval through a Resolution.

The specific terms of the Employment Agreement are set forth in the attached "Summary Outlining the Salary and Other Compensation of the Police Chief." The Summary is a requirement of the Brown Act (Government Code Section 54953(c)(3)), and must be read aloud into the record at a City Council Meeting.

FINANCIAL STATEMENT:

Funding for this position is included in the fiscal year 2024 adopted budget for Police Personnel Services. No additional appropriations are required.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:

Public Safety

ENVIRONMENTAL REVIEW:

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

PUBLIC NOTIFICATION:

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

ORDINANCE:

Not Applicable

EXHIBITS:

Exhibit A – Agreement

Exhibit B – Summary Outlining the Salary and Other Compensation of the Police Chief

Exhibit C – Resolution



EMPLOYMENT AGREEMENT

by and between

CITY OF NATIONAL CITY

and

ALEJANDRO HERNANDEZ

Dated January 16, 2024

EMPLOYMENT AGREEMENT
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EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) made and entered into this January 16, 2024, by and between the City of National City, a municipal corporation, (hereinafter called “Employer”) and Alejandro Hernandez (hereinafter called “Employee”) an individual who has the education, training and experience in local government management to perform the functions and duties contemplated by this Agreement.

Section 1 Term

This Agreement shall remain in full force in effect for a period of three (3) years from January 16, 2024, through January 15, 2027, unless sooner terminated by the Employer or Employee as provided in Sections 9, 10 or 11 of this Agreement. If the Employer or Employee takes no action, this Agreement will automatically extend for two (2) additional one-year options.

Section 2 Duties and Authority

Employer agrees to employ Alejandro Hernandez as Chief of Police of the City of National City, on an “at-will” basis, to perform the functions and duties specified in the National City Municipal Code and any other applicable law, and to perform other legally permissible and proper duties and functions, commencing January 16, 2024. The Employee shall perform such functions and duties under the supervision of the City Manager, or her designee who is the Appointing Authority, and who shall act for the Employer, for purposes of this Agreement.

Section 3 Compensation

A. Base Salary: The Employer agrees to pay the Employee an annual base salary of two hundred forty-six, eight hundred sixty-eight dollars and twenty-three cents (\$246,868.23), payable in installments at the same time that the other executive employees of the Employer are paid. Employee shall receive a 2% bilingual pay differential for regularly using bilingual skills in the performance of his duties. A uniform allowance of \$900 per year will be payable in August of each year during the term of this Agreement.

B. Additional Compensation: Employee Served as Interim Chief of Police commencing December 6, 2023. In recognition of the fact Employee has continuously performed the duties and responsibility of Chief of Police, Employer agrees to pay Employee additional compensation in the amount of \$1,527.06 which represents the difference between compensation paid between December 6, 2023 and January 15, 2024 and the base salary established by this Agreement.

C. This Agreement shall be re-opened to discuss compensation after year one, in January 2025.

D. This Agreement shall be re-opened to discuss compensation and benefits if, and at the time, managers or executives receive any increase in compensation or benefits.

Section 4 Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide Employee a cafeteria health benefit of \$1,200 per month.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employer shall pay the amount of premium due for term life insurance in the amount of the Employee's annual salary, not to exceed \$150,000. The Employee shall name the beneficiary of the life insurance policy.

Section 5 Leave

A. The Employee shall accrue sick and vacation leave and other paid leave on an annual basis at the rate provided to Executive Employees.

B. The Employee is entitled to accrue all unused vacation, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all unused vacation in accordance with the Employer's customary practice for Executive Employees.

C. The Employee shall be entitled to military reserve time pursuant to state law and City policy.

Section 6 Monthly Vehicle Allowance

Employer will provide Employee with an unmarked vehicle equipped with a police radio and Employer will oversee vehicle maintenance, fuel, and automobile insurance. Employee's duties as Chief of Police (law enforcement officer) require that Employee shall have the exclusive use at all times during employment with the City of a vehicle to carry out City business.

Section 7 Retirement

The Employer agrees to enroll the Employee into the Public Employees' Retirement System and to make the appropriate contributions on the Employee's behalf, for the Employer share required. Employee shall pay the entire employee share and any changed rate during the term of this Agreement. Employee shall pay an additional 1% of the required Employer's normal cost share, in line with the retirement costs paid by other CalPERS classic plan member Executive employees.

Section 8 General Business Expenses

A. Subject to prior City Manager approval, and sufficient budgetary resources, Employer agrees to pay for professional dues and subscriptions of the Employee described in this Section. Professional dues and subscriptions eligible for payment are those necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Subject to prior City Manager approval, and sufficient budgetary resources, Employer agrees to pay for travel and subsistence expenses of Employee for professional and

official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the Police Officer's Research Association Conference (PORAC), FBI National Conference (FBINAA), and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Subject to prior City Manager approval, and sufficient budgetary resources, Employer also agrees to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal, job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer shall provide Employee with a computer, software, fax/modem, cell phone and pager required for the Employee to perform the job and to maintain communication.

Section 9 Termination

For the purpose of this Agreement, termination of the Employee's services and this Agreement shall occur when:

- A.** Employee elects to terminate his employment and this Agreement.
- B.** Employer's City Manager, in the exercise of her/his sole discretion, determines with or without cause, to terminate Employee's employment and this Agreement.

Section 10 Severance

- A.** The Employee is an at-will employee, serving at the pleasure of the Employer's City Manager. This Agreement, and the Employee's employment with the Employer, may be terminated with or without cause by the Employer's City Manager. If the Employee is terminated for cause, or voluntarily resigns his position with the Employer, then the Employee shall not be entitled to the payment of Severance by the Employer.
- B.** In the event the Employee is terminated by the Employer other than for cause, and during such time that Employee is willing and able to perform his duties under this Agreement, then Employer agrees to pay Severance equal to six (6) months base salary at the current rate of pay. This Severance shall be paid in one lump sum unless otherwise agreed to by the Employer and the Employee. This Severance shall not include any payments described under Section 6 and 8 for this Agreement.
- C.** In the event of Severance, the Employee shall also be compensated for all accrued sick and vacation leave in a manner consistent with the Executive Compensation Plan.
- D.** If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay Severance under this section.
- E.** In the event Employee is convicted of a felony involving an abuse of Employee's office or position, then any Severance paid under this section shall be reimbursed to

Employer, as required and set forth in Government Code section 53243.2, as amended.

Section 11 Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 12 Performance Evaluation

The Appointing Authority, acting for the Employer, may annually review the performance of the Employee in the Employee's anniversary month subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum may include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13 Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. However, certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community. Accordingly, the Employee may, subject to the City Manager's approval, accept limited teaching, consulting or other business opportunities, and to pursue further education. If Employee pursues outside employment pursuant to this section, such arrangements shall not constitute interference with, nor a conflict of interest with, his or her responsibilities under this Agreement.

Section 14 Indemnification

Consistent with Federal, State or Local ordinance, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of the performance of Employee's duties as Chief of Police, or resulting from the exercise of judgment or discretion in connection with the course and scope of performance of program duties or responsibilities. However, if the Employee's act or omission involved willful or wanton conduct occurring outside the course and scope of the performance of Employee's duties as Chief of Police, Employer will consider providing a defense to Employee pursuant to Government Code Section 995 *et. seq.* In such cases not involving willful or wanton conduct, the Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at the Employer's expense and the Employer may not unreasonably withhold approval. Legal representation provided by Employer for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of the Employee in the course and scope of her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes the Employer shall have the right to compromise and settle any claim or suit. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 15 Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 16 Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301.
- (2) EMPLOYEE: At the address of the Employee's principal residence.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17 General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on January 16, 2024.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and

effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. 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.

F. Construction. The parties acknowledge and agree that (1) each party is of equal bargaining strength, (2) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (3) 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, (4) each party and such party's counsel and advisors have reviewed this Agreement, (5) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (6) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF NATIONAL CITY

By: _____

Benjamin A. Martinez, City Manager

Alejandro Hernandez, Chief of Police

APPROVED AS TO FORM:

Barry J. Schultz
City Attorney

[The Report is to be read aloud at an open meeting of the City Council as an Agenda Item prior to the execution of the employment agreement]

Oral Summary Report Outlining the Salary and Other Compensation of the Police Chief

Government Code Section 54953(c)(3)

The following is a summary of the salary and other compensation under the Employment Agreement to be received by the Police Chief in accordance with the Executive Benefits package:

- Three-year contract with two one-year options to extend
- \$246,868.23 annual salary
- \$1,527.06 additional compensation for December 6, 2023 – January 15, 2024
- Annual uniform allowance of \$900
- Bilingual pay of 2% base salary
- 10 paid fixed holidays per year
- 9 days administrative leave per year
- Vacation accrued at the rate of 10.00 hours per month for the first 10 years of employment and at the rate of 13.33 hours per month beginning with the 11th year
- Employee life insurance equivalent to the employee's annual gross salary, up to a maximum of \$150,000
- Availability of health, dental, and vision insurance, with up to \$1,200 per month of premiums paid by the City
- Participation in CalPERS retirement system
- Retiree health benefit of \$20 per month for each year of service
- Vehicle available for personal use
- If employment is terminated by the City other than for cause, payment of six months' base salary at the current rate of pay

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING A THREE-YEAR EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND ALEJANDRO HERNANDEZ FOR THE POSITION OF CHIEF OF POLICE WITH AN ANNUAL BASE SALARY OF \$246,868.23 EFFECTIVE JANUARY 16, 2024

WHEREAS, City Manager Martinez appointed Alejandro Hernandez to succeed Chief Tellez as the next National City Police Chief; and

WHEREAS, it is the City's past practice to authorize an employment agreement with the individual appointed as Police Chief in order to define their compensation and terms of employment.

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

Section 1: In consideration of Alejandro Hernandez's acceptance of the appointment as Police Chief for the City of National City, the City Council hereby approves the following employment terms and conditions:

A. Commencement of Employment

January 16, 2024 is hereby designated as the date of commencement of Mr. Hernandez's duties to serve as Police Chief.

B. Salary/Compensation

The initial annual base salary to be paid to Mr. Hernandez for his services as Police Chief shall be \$246,868.23. In addition, a one-time payment of \$1,527.06 will be made for services rendered between December 6, 2023 through January 15, 2024. Mr. Hernandez will further receive bilingual pay of 2% of base salary, as well as a uniform allowance of \$900.00 per year that will be payable in August of each year during the term of the employment agreement.

C. Benefits

In addition to base salary, Mr. Hernandez shall receive such other benefits as are provided to the Executive Group of the City, including holidays, vacation leave, executive leave, sick leave, and insurance and retirement benefits.

Section 2: The Mayor is hereby authorized to execute an Employment Agreement between the City of National City and Alejandro Hernandez, attached to the Agenda Report as Exhibit A, as Police Chief with an initial term of three years from January 16, 2024 through January 13, 2027. Said Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 16th day of January, 2024.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Barry J. Schultz, City Attorney