

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



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, FEBRUARY 4, 2020 – 6:00 PM**

ALEJANDRA SOTELO-SOLIS
Mayor

MONA RIOS
Vice Mayor

JERRY CANO
Councilmember

RON MORRISON
Councilmember

GONZALO QUINTERO
Councilmember

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

*Meeting agendas and
minutes available on web*

WWW.NATIONALCITYCA.GOV

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

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

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

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

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are

adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

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

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.

Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

AWARDS AND RECOGNITIONS

PRESENTATIONS

INTERVIEWS / APPOINTMENTS

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

CONSENT CALENDAR

1. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
2. [Approval of the Minutes of the Regular Meetings of the City Council and Community Development Commission - Housing Authority of the City of National City of September 3, 2019 and September 17, 2019, and the Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of September 17, 2019. \(City Clerk\)](#)
3. [Resolution of the City Council of the City of National City ratifying the Agreement between the City of National City and Silver & Wright LLP for legal services in the specialized area of code enforcement for the total not to exceed amount of \\$75,000 per case and approving the City Attorney's execution of same. \(City Attorney\).](#)
4. [Resolution of the City Council of the City of National City: 1\) ratifying the execution of County Contract Number 561763 by the Mayor, an](#)

- Agreement with the City for Senior Nutrition Programs in the amount of \$200,514.62 for the remainder of Fiscal Year 2020; and 2) authorizing the Mayor to execute any subsequent amendments. (Community Services)
5. Resolution of the City Council of the City of National City: 1) awarding a contract to PAL General Engineering Inc. in the not-to-exceed amount of \$198,832.00 for the E. 16th Street Road Rehabilitation Project, CIP No. 19-38; 2) authorizing a 15% contingency in the amount of \$29,824.80 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works)
 6. Resolution of the City Council of the City of National City authorizing the amendment of City Council Policy 802, City Support for Special Events, Activities, Programs and Services: 1) adding restrictions on political activities or endorsements; 2) removing organizations from the Co-Sponsorship list that have not held an event in three (3) years; 3) adding and subtracting events from the Sponsored and Co-Sponsored list; and 4) correcting typographical errors. (Neighborhood Services)
 7. Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from March 13, 2020 to March 23, 2020 at the Westfield Plaza Bonita Mall with no waiver of fees. (Neighborhood Services)
 8. Warrant Register #25 for the period of 12/11/19 through 12/17/19 in the amount of \$1,651,594.37. (Finance)
 9. Warrant Register #26 for the period of 12/18/19 through 12/24/19 in the amount of \$304,364.89. (Finance)
 10. Warrant Register #27 for the period of 12/25/19 through 12/31/19 in the amount of \$1,106,651.98. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

NON CONSENT RESOLUTIONS

11. Resolution of the City Council of the City of National City authorizing the installation of stop control signs for five T intersections within the neighborhood bounded by East 1st Street to the north, East 7th Street to the south, "D" Avenue to the east and National City Boulevard to the west. (Engineering/Public Works)
12. Resolution of the City Council of the City of National City ratifying the temporary street closure of "B" Avenue between East 8th Street and East 9th Street for 18 months, effective January 27, 2020 through July 26, 2021, to facilitate construction of a 127-unit, mixed-use development located at 130 East 8th Street, managed by Protea National City, LLC. (Engineering/Public Works)

13. [Resolution of the City Council of the City of National City approving an amendment to City Council Policy 603: Use of Volunteers by the City Council. \(City Manager\)](#)
14. [Resolution of the City Council of the City of National City authorizing the City Manager to execute an application to the California Department of Housing and Community Development Affordable Housing and Sustainable Communities Program as Co-Applicant with the Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County, Inc. \(MAAC Project\), a 501\(c\)3 non-profit organization, and MirKa Investments, LLC, a California Limited Liability Company, for \(1\) \\$20,000,000 to fund the development of a 400-unit mixed-income affordable housing project at 233 Roosevelt Avenue in National City; and \(2\) \\$10,000,000 to fund transportation infrastructure or transit-related amenities or programs for the City of National City in the vicinity of the proposed housing project. \(Housing Authority\)](#)

NEW BUSINESS

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - February 18, 2020 - 6:00 p.m. - Council Chambers - National City, California.

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

Please scroll down to view the backup material.

Item # ____

02/04/20

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

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Approval of the Minutes of the Regular Meetings of the City Council and Community Development Commission - Housing Authority of the City of National City of September 3, 2019 and September 17, 2019, and the Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of September 17, 2019. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
02/04/20

**APPROVAL OF THE MINUTES OF THE REGULAR MEETINGS
OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT
COMMISSION – HOUSING AUTHORITY OF THE CITY
OF NATIONAL CITY OF SEPTEMBER 3, 2019 AND
SEPTEMBER 17, 2019, AND THE ADJOURNED REGULAR
MEETING OF THE CITY COUNCIL AND COMMUNITY
DEVELOPMENT COMMISSION – HOUSING AUTHORITY
OF THE CITY OF NATIONAL CITY OF SEPTEMBER 17, 2019.**

(City Clerk)

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

September 3, 2019

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:03 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Aguirre, Dalla, Duong, Manganiello, Meteau, Morris-Jones, Olson, Parra, Raulston, Tellez, Vergara, Williams, Ybarra.
Others present: City Treasurer Mitch Beauchamp.

PLEDGE OF ALLEGIANCE TO THE FLAG BY VICE MAYOR MORRISON

MOMENT OF SILENCE

Mayor Sotelo-Solis called for a moment of silence in memory of Mr. Jess Van Deventer, former National City Councilmember, Port Commissioner Sweetwater Authority Board Member; and for the seven people slain and twenty-five injured in the mass shootings that occurred in Odessa and Midland Texas.

PUBLIC COMMENTS

Larry Emerson, National City, shared information on an electrical vehicle test-drive event on October 15th.

Becky Rapp spoke on her concerns regarding marijuana. She asked the Council to carefully consider their position and not allowing it to move into the City.

Peggy Walker shared health warnings, articles and concerns regarding vaping and marijuana use, especially among youth and young adults.

Kelly McCormick spoke on her concerns regarding marijuana use in young children and adolescents. She shared information regarding the dangers and severe consequences.

Laura Wilkinson, National Cannabis Industry Association Volunteer Committee and South County Economic Development Council (EDC) Boardmember, explained the difference between cannabis and marijuana and spoke in support of medical and/or adult marijuana use.

PRESENTATIONS

COUNCIL MEETING PRESENTATIONS 2019 (102-10-14)

1. San Diego State University (SDSU) Center for Regional Sustainability (CRS) and Brightside Update

PRESENTATIONS (cont.)

COUNCIL MEETING PRESENTATIONS 2019 (102-10-14)

2. Healthy Cities Healthy Residents Grant Conclusion

NOTE: All presentation material is available in the Office of the City Clerk.

REGIONAL BOARDS AND COMMITTEE REPORTS

There were no reports.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 3 (NCMC), Item Nos. 4 and 5 (Resolution Nos. 2019-124 and 2019-125), Item No. 6 (Report), Item Nos. 7 through 9 (Warrant Registers). Motion by Rios, seconded by Cano, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2019 (506-2-34)

3. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (CITY CLERK)

ACTION: Approved. See above.

CONTRACT (C2018-37)

4. Resolution No. 2019-124. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) ACCEPTING THE WORK PERFORMED BY DBX, INC. FOR THE FIBER OPTIC TRAFFIC SIGNAL INTERCONNECT EXPANSION PROJECT, CIP NO. 18-06; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$615,516.46; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$30,775.82; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2018-35)

5. Resolution No. 2019-125. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) ACCEPTING THE WORK PERFORMED BY DBX, INC. FOR THE HIGHLAND AVENUE AND E. 28TH STREET TRAFFIC SIGNAL IMPROVEMENTS PROJECT, CIP NO. 18-04; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$239,339.92; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$11,967; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

FINANCIAL MANAGEMENT 2019-2020 (204-1-34)

6. National City Sales Tax Update - First Quarter 2019. (Finance)
ACTION: Filed. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

7. Warrant Register #3 for the period of 7/10/19 through 7/16/19 in the amount of \$1,713,863.63. (Finance)
ACTION: Ratified. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

8. Warrant Register #4 for the period of 7/17/19 through 7/23/19 in the amount of \$1,325,761.10. (Finance)
ACTION: Ratified. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

9. Warrant Register #5 for the period of 7/24/19 through 7/30/19 in the amount of \$9,244,838.85. (Finance)
ACTION: Ratified. See above.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

CONDITIONAL USE PERMITS 2019 (403-32-3)

10. Resolution No. 2019-126. PUBLIC HEARING AND ADOPTION OF A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR AN ADULT SCHOOL (INTERAMERICAN COLLEGE) IN SWEETWATER PLAZA SHOPPING CENTER LOCATED AT 1727 SWEETWATER ROAD, SUITES 209-212. (Applicant: Reymundo Marin) (Case File 2019-07 CUP) (Planning)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: Maura Redmond and Alma Leticia Perez, Chula Vista, spoke in support of approving the CUP for InterAmerican College.

Maria Viramontes de Marin and Reymundo Marin, Applicants, introduced themselves, explained the need for InterAmerican College and responded to questions.

ACTION: Motion by Cano, seconded by Morrison, to close the Public Hearing. Carried by unanimous vote.

Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

EX PARTE DISCLOSURE: Member Rios stated that she viewed the Planning Commission when the item was considered.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)

MUNICIPAL CODE 2019 (506-2-34)

11. Ordinance No. 2019-2463. PUBLIC HEARING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADDING CHAPTER 8.38 OF THE NATIONAL CITY MUNICIPAL CODE PROHIBITING THE RETAIL SALE OF DOGS, CATS AND RABBITS. (City Attorney)

RECOMMENDATION: Adopt the Ordinance.

TESTIMONY: The following individuals spoke in support of the Ordinance: Leslie Davies, Theresa Carpenter, Andrea Cunningham, and Karen Clayton.

The following individuals spoke against the Ordinance: Sheena Raimo, Makenzie Floyd, Keela Penny, Samantha Nunez, David Salinas, Salvador Candia, Johanna Flores, Samra Beqaj, Breanna Chandler, Mara Salinas, Richard Pena, Jocelyn Tyoran, Nataly Oseguera, Melissa Garcia, Alona Jackson, Kira Brayman, Makayla Isham, Katherine Merrigan, Julia Munoz, Brenda Paramo, and Brian Clapper.

ACTION: Motion by Cano, seconded by Rios, to close the Public Hearing. Carried by unanimous vote.

Motion by Rios, seconded by Quintero, to adopt the Ordinance. Carried by the following vote, to-wit: Ayes: Cano, Quintero, Rios, Sotelo-Solis. Nays: Morrison. Abstain: None. Absent: None.

RECESS

A recess was called at 7:55 p.m.

The meeting reconvened at 8:00 p.m. All members were present.

HOUSING AUTHORITY 2019 (404-1-8)

12. Resolution No. 2019-127. PUBLIC HEARING, AS REQUIRED BY THE TAX EQUITY AND FISCAL RESPONSIBILITY ACT OF 1982 (TEFRA), AND THE ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL PROJECT PURSUANT TO SECTION 142(A)(7) OF THE INTERNAL REVENUE CODE WITH NO FISCAL IMPACT TO THE CITY AND NOT TO EXCEED \$72,000,000 IN OUTSTANDING AGGREGATE PRINCIPAL TO FINANCE THE ACQUISITION AND REHABILITATION OF A 268-UNIT MULTIFAMILY RENTAL HOUSING PROJECT LOCATED AT 817 ETA STREET IN NATIONAL CITY. (Housing Authority)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: Jack St. Marie, Fairfield Residential, provided details of the project.

ACTION: Motion by Morrison, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

CONTRACT (C2019-36)

13. Resolution No. 2019-128. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDED A CONTRACT TO DICK MILLER, INC. IN THE AMOUNT OF \$2,330,869.70 FOR THE PARADISE CREEK PARK EXPANSION PROJECT, CIP NO. 18-16; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$349,630.45 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

FINANCIAL MANAGEMENT 2019-2020 (204-1-34)

14. Resolution No. 2019-129. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY REDUCING THE PROPERTY TAX RATE FOR THE LIBRARY GENERAL OBLIGATION BONDS FOR FISCAL YEAR 2020 FROM 0.73 CENT PER \$100 OF ASSESSED VALUATION TO 0.67 CENT. (Finance)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Morrison, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

CONDITIONAL USE PERMITS 2019 (403-32-3)

15. Notice of Decision - Planning Commission approval of a Conditional Use Permit for the on-site sale of beer and wine at a new restaurant (Vons Chicken) located at 811 "K" Avenue. (Applicant: Wing & Wo LLC/ Steve Rawlings) (Case File 2019-15 CUP) (Planning)

RECOMMENDATION: File the Notice of Decision.

TESTIMONY: None.

ACTION: Motion by Morrison, seconded by Rios, to file the Notice of Decision. Carried by unanimous vote.

CONDITIONAL USE PERMITS 2019 (403-32-3)

16. Notice of Decision - Planning Commission approval of a Conditional Use Permit for a baseball academy to be located at 220 W. 25th Street. (Applicant: Jose Luis Espinoza) (Case File 2019-17 CUP) (Planning)

RECOMMENDATION: File the Notice of Decision.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Morrison, to file the Notice of Decision. Carried by unanimous vote.

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

There were no CDC-HA action items.

C. REPORTS

STAFF REPORTS

POLICE DEPT ADMIN (302-4-1)

17. Police Hot Team Presentation. (Police)

ENGINEERING / PUBLIC WORKS DEPT - GRANTS / REPORTS ADMIN (1104-1-1)

18. Update on Community Choice Aggregates (CCAs). (Engineering/Public Works)

TESTIMONY: Larry Emerson, National City, shared information on solar and battery backup systems and the importance of reducing fossil fuel use and adopting Community Choice Energy. He encouraged the City to partner with the San Diego Joint Powers Authority (JPA).

Rita Clement, SanDiego350 (SD350), a Climate Action Organization, recommended and encouraged the City to partner with a JPA; to vote on an upcoming Ordinance regarding climate change and to go with Community Choice Energy.

Father Emmett Farrell, Creation Care Dioceses of San Diego, spoke on moral responsibility and encouraged Community Choice Energy.

ACTION: Motion by Morrison, seconded by Cano, to move forward with Option No. 3, to "Continue to monitor the CCA process throughout the County and State and provide an update as part of the FY2021 budget process" with additional language for updates in the General Plan and Climate Action Plan. Carried by unanimous vote.

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS

Member Cano expressed his condolences to the family of former Councilmember Jess Van Deventer. He shared information regarding Sweetwater High School's 40th Reunion event on September 13th.

Member Quintero asked that in light of recent climate changes and weather forecast, he asked City Staff, especially those who work with the elderly, to make sure that everything is done in regards to proper air conditioning and cool zones across the City and that it is being promoted on social media.

Member Rios reminded everyone that September is National Preparedness Month and announced that this year's theme is, "Prepared, not scared". She encouraged residents to get involved by joining the Community Emergency Response Team (CERT).

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS (cont.)

Vice Mayor Morrison said that the San Diego Association of Governments (SANDAG) will be going over the Regional Housing Needs Assessment (RHNA) numbers again and shared information regarding the agenda.

Mayor Sotelo-Solis spoke on the Strategic Plan and what it should look like; offered her comments and input on RHNA matters; thanked Staff and the City Manager for providing background information on the dialogue regarding housing; extended an invitation to a Non-Profit Forum that will be held on September 10th and reminded City employees that the Staff lounge had its grand opening and encouraged its use.

CLOSED SESSION REPORT

There was no Closed Session.

ADJOURNMENT

Motion by Cano, seconded by Morrison, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – September 17, 2019 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

The meeting closed at 9:27 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of February 4, 2020.

Mayor

DRAFT DRAFT DRAFT
**MINUTES OF THE ADJOURNED REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY FROM THE
SEPTEMBER 3, 2019 REGULAR MEETING – NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE
CITY OF NATIONAL CITY**

STRATEGIC PLANNING KICK-OFF WORKSHOP

September 17, 2019

The Special Meeting of the City Council of the City of National City was called to order at 4:01 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.

Administrative Officials present: Aguirre, Dalla, Denham, Duong, Manganiello, Meteau, Morris-Jones, Raulston, Roberts, Tellez, Vergara, Williams.

Others present: City Treasurer Mitch Beauchamp

PLEDGE OF ALLEGIANCE TO THE FLAG BY COUNCILMEMBER QUINTERO

INTRODUCTION

City Manager Brad Raulston gave opening remarks and provided an overview of the presentation outline, focus categories, and top priorities.

PRESENTATIONS

Staff objectives, highlights and accomplishments were presented and discussed based on the below outline, by the following: Chief of Police Jose Tellez, Director of Emergency Services Frank Parra, Director of Engineering/Public Works Steve Manganiello, Information Technology (IT) Manager Ron Williams, Director of Community Development Armando Vergara, City Librarian Minh Duong, Community Services Recreation Superintendent Audrey Denham, Director of Human Resources Robert Meteau, Director of Finance Mark Roberts, Director of Housing Authority Carlos Aguirre, and City Manager Brad Raulston.

- Introduction and City Manager Overview
- Existing Strategic Plan and Accomplishments
- Budget and Pension Review
- 2020-2025 Strategic Planning
 - a. Economic Development
 - b. Ongoing Initiatives and Potential Additions/Subtractions
 - c. Internal and External Survey
- Next Steps and Closing Comments
- Public Comment
- City Council Comment and Direction

NOTE: All presentation material is attached as Exhibit “A”.

PUBLIC COMMENTS

Zachary Gomez, National City, suggested that the external surveys are distributed in different languages for culture inclusivity.

James Halliday, A Reason to Survive (ARTS), congratulated City staff and Council on engaging in strategic planning. He extended the opportunity to collaborate on various objectives that align with ARTS.

CITY COUNCIL COMMENTS AND DIRECTION

Member Cano asked if CERT Members will be included in the Boards and Commissions Volunteer Recognition Dinner.

Member Rios asked several clarifying questions; suggested that the Community Emergency Response Team members (CERT) participate in more programs and trainings within the City; agreed with the Public Comment regarding the survey and said that the survey should be simple and understood by all. She asked if all the initiatives included in the strategic plan are from the survey; emphasized the importance of local public transportation; asked to review the possibility of a mobility hub at the 8th Street Trolley Station; asked for an explanation on what “passport acceptance facility” involves and gave kudos to the goals presented by Human Resources Director Meteau.

Vice Mayor Morrison said that new plans and programs, won’t happen unless the business community is built up and revenue is increased. He emphasized the importance of making sure that services are provided to businesses, visitors and residents, but the City has to have sufficient income to be able to do so.

Mayor Sotelo-Solis said that she agrees with the goals of Economic Development and spoke on the importance of making sure people feel good about where they are; supports growth of partnerships with big and small businesses; said that she is looking forward to the “10-Minute Cities” and thinking about ways to get folks engaged. Mayor Sotelo-Solis said that she is eager to hear the cannabis presentation and what the community feels about cannabis; supports public transportation access locally and the effort to have a local transit hub at 8th Street and wants to work towards being ranked among the “100 Best Places to Work in San Diego County”.

ADJOURNMENT

Next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, September 17, 2019 – 6:00 p.m. – Council Chambers, Civic Center – National City, California

The meeting closed at 5:47 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of February 4, 2020.

Mayor

DRAFT

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

September 17, 2019

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:09 p.m. by Mayor / Chairwoman Alejandra Sotelo-Solis.

ROLL CALL

Council / Board members present: Cano, Morrison, Quintero, Rios, Sotelo-Solis.
Administrative Officials present: Aguirre, Dalla, Denham, Duong, Manganiello, Meteau, Olson, Parra, Pedone, Raulston, Tellez, Vergara, Williams, Ybarra.
Others present: City Treasurer Mitch Beauchamp, Student Representative Paulette Nungaray.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY STUDENT REPRESENTATIVE
PAULETTE NUNGARAY**

PUBLIC COMMENTS

Michele Walther, expressed displeasure with a petition that is being circulated to overturn an Ordinance that was recently adopted prohibiting the retail sale of dogs, cats and rabbits.

Ray and Anita Juarez, Old Town National City Reunion Committee, provided details and extended an invitation to the Old Town National City Reunion event on September 28th at Pepper Park.

PROCLAMATIONS AND CERTIFICATES

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

1. Lifetime Recognition of Council Member Jess Van Deventer

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

2. 232nd Anniversary of the United States Constitution

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

3. Metropolitan Transit System (MTS) Free Ride Day

PROCLAMATION AND CERTIFICATE ADMIN (102-2-1)

4. Sweetwater Authority Recognition

AWARDS AND RECOGNITIONS

COUNCIL MEETING AWARDS & RECOGNITIONS 2019 (102-10-14)

5. Employee of the Quarter 2019 - Angie Elizondo, Housing Specialist. (Housing)

PRESENTATIONS

COUNCIL MEETING PRESENTATIONS 2019 (102-10-14)

6. An update on the selection process for issuing a Request for Proposals for funding to support the operation of Paradise Creek Educational Park Community Garden - Jorge Riquelme, Senior Vice President, Community HousingWorks. (Housing)

COUNCIL MEETING PRESENTATIONS 2019 (102-10-14)

7. An update on the Library's Literacy Services Program. (Mikki Vidamo, Literacy Coordinator, National City Public Library)

COUNCIL MEETING PRESENTATIONS 2019 (102-10-14)

8. EXOS Executive Summary for Las Palmas Pool operations during Fiscal Year 2019. (Community Services)
ACTION: This item was pulled.

NOTE: Presentation material is available in the Office of the City Clerk for Item No. 6.

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

9. Interviews and Appointments: Boards and Commissions Attendance. (City Clerk)

TESTIMONY: Member Rios pointed out a discrepancy on the Planning Commission attendance roster stating that David Garcia should read Roberto Garcia instead.

Bradley Bang, National City, pointed out a discrepancy on the report and stated that he was not appointed to the Library Board of Trustees until May 7, 2019.

REGIONAL BOARDS AND COMMITTEE REPORTS

There were no reports.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 10 (NCMC), Item Nos. 11 through 13 (Resolution Nos. 2019-130 and 2019-132), Item No. 14 (Temporary Use Permit), Item Nos. 15 and 16 (Warrant Registers). Motion by Rios, seconded by Morrison, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2019 (506-2-34)

10. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (CITY CLERK)

ACTION: Approved. See above.

PARKING & TRAFFIC CONTROL ADMIN 2019 (801-2-41)

11. Resolution No. 2019-130. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE LOCATED AT 1011 "R" AVENUE (TSC No. 2019-08). (Engineering/Public Works)

ACTION: Adopted. See above.

GRANT / LIBRARY (206-4-10)

BLOCK GRANT PROGRAM ADMIN 2019-2020 (406-1-34)

12. Resolution No. 2019-131. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) APPROVING THE ACCEPTANCE OF THE CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) GRANT IN THE AMOUNT OF \$18,000 TO FUND THE NATIONAL CITY PUBLIC LIBRARY'S LITERACY SERVICES PROGRAM FOR FY2020; AND 2) AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANT FUND APPROPRIATION IN THE AMOUNT OF \$18,000 AND CORRESPONDING REVENUE BUDGET. (Library)

ACTION: Adopted. See above.

CONTRACT (C2010-3)

13. Resolution No. 2019-132. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND CLAIMS MANAGEMENT ASSOCIATES, INC., FOR LIABILITY RISK MANAGEMENT, CLAIMS ADJUSTING, AND INVESTIGATION SERVICES FOR THE TERM OF APRIL 1, 2019 THROUGH MARCH 31, 2021 IN A NOT TO EXCEED AMOUNT OF \$160,000 AND AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACT FOR THREE ONE-YEAR TERMS. (City Attorney)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

TEMPORARY USE PERMITS 2019 (203-1-35)

14. Temporary Use Permit - St. Mary's Annual Fall Festival hosted by St. Mary's Catholic Church on Sunday, October 6, 2019 at the parish grounds located between E. 8th Street and "E" Avenue from 7 a.m. to 7 p.m. with no waiver of fees. (Neighborhood Services)

ACTION: Filed. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

15. Warrant Register #6 for the period of 7/31/19 through 8/6/19 in the amount of \$1,948,779.46. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2019 - JUNE 2020 (202-1-34)

16. Warrant Register #7 for the period of 8/7/19 through 8/13/19 in the amount of \$6,497,061.92. (Finance)

ACTION: Ratified. See above.

NON CONSENT RESOLUTIONS

CONTRACT (C2019-39)

17. Resolution No. 2019-133. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AWARDED A CONTRACT TO BLUE PACIFIC ENGINEERING & CONSTRUCTION IN THE AMOUNT OF \$957,028.89 FOR THE SWEETWATER RIVER BIKEWAY CONNECTIONS/30TH STREET BICYCLE FACILITIES IMPROVEMENTS PROJECT, CIP NO. 18-14; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$143,554.33 FOR ANY UNFORESEEN CHANGES; 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND 4) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$889,000 AND CORRESPONDING REVENUE BUDGET. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Morrison, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

COUNCIL POLICY ADMIN (102-13-1)

FINANCIAL MANAGEMENT 2019-2020 (204-1-34)

18. Resolution No. 2019-134. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AN AMENDMENT TO CITY COUNCIL POLICY #201, "MAINTENANCE OF RESERVES," TO ESTABLISH AN IRREVOCABLE OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST RESERVE. (Finance and City Attorney)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Morrison, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS (cont.)

CONTRACT (C2003-55)

19. Resolution No. 2019-135. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY 1) APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH PHASE II SYSTEMS DBA PUBLIC AGENCY RETIREMENT SERVICES WITH A MUTUAL INDEMNITY AND HOLD HARMLESS PROVISION FOR OTHER POST-EMPLOYMENT BENEFITS TRUST ADMINISTRATION SERVICES FOR THE PERIOD SEPTEMBER 18, 2019 THROUGH DECEMBER 31, 2020, 2) APPROVING THE AMENDED ADOPTION AGREEMENT FOR THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST AGREEMENT, AND 3) AUTHORIZING THE CITY MANAGER TO EXECUTE THE DOCUMENTS. (Finance and City Attorney)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Morrison, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

CITY MANAGER / REPORTS ADMIN (1104-1-12)

20. Update from HdL cannabis management services consultant and staff, City Council discussion and direction from City Council to staff regarding potential commercial cannabis activity. (City Manager)

RECOMMENDATION: Staff is requesting guidance as to which mechanism would be most desirable in generating revenue for the City; a) the adoption of a cannabis tax measure or, b) the implementation of development agreements; and direction on drafting a regulatory ordinance and amending the zoning ordinance to allow for cannabis activity; establishing land use regulations; limits on business operations; and options to provide cannabis public outreach and education.

TESTIMONY: David McPherson, Hinderliter, DeLlamas and Associates (HdL Companies), provided an overview of the presentation and answered clarifying questions posed by the dais.

The following individuals spoke on in favor of cannabis for medical use and are in support of opening dispensaries in the City: Coyote Moon, National City, Chris Lund, Coronado, and Laura Wilkinson.

The following individuals spoke against cannabis use and opening dispensaries in the City: Kathleen Lippitt, San Diego, Scott Chipman, San Diegans for Safe Neighborhoods, and Joan Rincon, National City.

STUDENT REPRESENTATIVE COMMENT: Paulette Nungaray, Student Council Representative, expressed her concerns on cannabis use and the impacts it already has on high school students.

NEW BUSINESS

CITY MANAGER / REPORTS ADMIN (1104-1-12)

20. Update from HdL cannabis management services consultant and staff (continued).

ACTION: Motion by Sotelo-Solis, seconded by Quintero, to move forward with Staff recommendations to develop a regulatory Ordinance; limit commercial cannabis activities to industrial zones, microbusinesses, and/or other combined licensed business types currently allowed in industrial zones; and, limit the number to three (3) Agreements for the initial implementation phase. Carried by the following vote, to-wit: Ayes: Morrison, Quintero, Rios, Sotelo-Solis. Nays: Cano. Abstain: None. Absent: None.

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

There were no CDC-HA action items.

C. REPORTS

STAFF REPORTS

There were no Staff Reports.

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS

City Treasurer Mitch Beauchamp commended Mayor Sotelo-Solis on her leadership in regards to Item No. 20 (Cannabis) and shared his thoughts regarding Community Gardens.

Member Cano reminded everyone that there will be a car show event at Kimball Park followed by cruising on Highland Avenue on September 21st and the Old Town National City (OTNC) reunion at Pepper Park on September 28th said that the Sweetwater Class of 1979-1981 reunion event was a success.

Member Quintero thanked and praised Staff and City Manager Brad Raulston for the continuation and participation in the Strategic Planning sessions and thanked Mayor Sotelo-Solis and everyone else for the acknowledgement of his birthday.

Vice Mayor Morrison expressed his concerns regarding the street vending Ordinance and indemnification issues for the City and announced that he and Housing Authority Executive Assistant Josie Flores-Clark, were recognized and presented an award by the San Diego County Hispanic Chamber of Commerce for their Advocacy Efforts.

Motion by Morrison, to have Staff look into adding indemnification insurance into the policy concerning Street Vending Ordinance No. 2019-2458 and bring back information back as a future agenda item. Motion died for lack of a second.

MAYOR, CITY COUNCIL, AND OTHER ELECTED OFFICIALS (cont.)

Member Rios praised EXOS for the movie and swim event that was held on September 7th and for all the great work they are doing operating the municipal pool for the City. She thanked all Staff involved with the Neighborhood Council Breakfast; shared her thoughts on the City's 132nd Birthday Event; reminded everyone that Metropolitan Transit Systems (MTS) is offering free bus and trolley services all day long on October 2nd and commended City Manager Raulston for his leadership.

Mayor Sotelo-Solis gave kudos to all Staff for the great work they have done on the Strategic Planning Workshop; reminded everyone to get as many community perspectives as possible for October Outreach Month and announced that she will be attending the Urban Land Institute Conference in Washington, D.C. on a Mayors Panel to discuss housing.

CLOSED SESSION REPORT

There was no Closed Session.

ADJOURNMENT

Motion by Morrison, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – October 1, 2019 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

The meeting closed at 9:50 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of February 4, 2020.

Mayor

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City ratifying the Agreement between the City of National City and Silver & Wright LLP for legal services in the specialized area of code enforcement for the total not to exceed amount of \\$75,000 per case and approving the City Attorney's execution of same. \(City Attorney\).](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: 2/4/2020

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City ratifying the Agreement between the City of National City and Silver & Wright LLP for legal services in the specialized area of code enforcement for the total not to exceed amount of \$75,000 per case and approving the City Attorney's execution of same.

PREPARED BY: Nicole Pedone, Senior Assistant City Attorney

PHONE: 4220

DEPARTMENT: Angil P. Morris-Jones
City Attorney

APPROVED BY: 

EXPLANATION:

See the attached Agreement for legal services with Silver & Wright LLP, a law firm that specializes in code enforcement legal services including receiverships, nuisance abatements and cost recovery, for an amount not to exceed \$75,000 per case for legal services and out of pocket disbursements pursuant to the Agreement. Any fees plus out of pocket disbursements that exceed this amount will have to be approved by written authorization of the City. The goal is to assist and represent the City in these types of cases in order to rehabilitate dangerous nuisance properties, prevent the spread of blight, enforce the City's municipal codes, recuperate costs and to protect the health and safety of the community. Legal services may include, but not be limited to, administrative, criminal and civil nuisance abatement actions.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- Agreement
- Resolution

**AGREEMENT FOR LEGAL SERVICES
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
SILVER & WRIGHT LLP**

THIS AGREEMENT FOR LEGAL SERVICES (the “Agreement”) is made as of the 8th day of January, 2020 between THE CITY OF NATIONAL CITY, a municipal corporation, (the “CITY”) and SILVER & WRIGHT LLP, (the “FIRM”). This Agreement sets forth the parties’ mutual understanding concerning legal services to be provided by the FIRM and the fee arrangement for said services.

Article 1. Retainer. The CITY hereby retains the FIRM to assist in representing the CITY in connection with receivership, nuisance abatement, and code enforcement legal services in order to rehabilitate dangerous nuisance properties in the City, to prevent the spread of blight, to enforce the City’s municipal codes, and to protect the health and safety of the community, subject to this Agreement.

Article 2. Effective Date and Term. This Agreement shall be effective on January 6, 2020 and continue until written notice of cancellation. This Agreement may be terminated at any time by either party with sixty (60) days’ written notice to the other. Notice of termination by the FIRM shall be given to the City Attorney.

Article 3. Scope of Services. The CITY shall have the right in its sole discretion to determine the particular services to be performed by the FIRM under this Agreement. These services may include the following: administrative, criminal, and civil nuisance abatement, code enforcement, and police services legal services, and support on other matters as assigned (“LEGAL SERVICES”). It is expected that the FIRM will work with the City Attorney and CITY staff.

Article 4. Compensation. Compensation paid under this Agreement shall be as follows:

Partner / Of Counsel:	\$244 per hour
Senior Associate:	\$236 per hour
Associate:	\$223 per hour
Paralegal/Legal Assistant:	\$122 per hour

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

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

C. The CITY has appropriated or otherwise duly authorized the payment of an amount not to exceed \$75,000 per case for LEGAL SERVICES and out-of-pocket disbursements pursuant to this Agreement. In no event shall the total fees plus out-of-pocket disbursements exceed this amount without written authorization of the CITY.

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

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

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

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

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

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

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

(6) Equipment, books, periodicals, and research materials.

(7) Express charges, overnight mail charges, messenger services or the like, except where statutorily required. The CITY expects these expenses to be incurred in emergency situations only. Where non-statutory instances require the use of these services, the CITY will consider reimbursement on a case-by-case basis.

(8) Travel and meals.

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

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

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

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

(1) Complete.

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

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

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

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

(e) The biller’s name or initials should be included.

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

(3) Appropriate.

(a) The CITY does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the CITY will not pay for secretarial time, word processing time, air conditioning, rental of equipment, including computers, meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes. The CITY will pay for outside expenses such as messenger delivery fees, outside photocopying, videotaping of depositions, investigative services, outside computer litigation support services, or overnight mail if statutorily required. If not statutorily required, the CITY will provide written permission to incur such expenses on a case-by-case basis.

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

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

(1) Paralegals are to be used to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered associate work should be considered for assignment to a paralegal.

(2) Once an attorney is given primary responsibility for an engagement, that person should continue on the legal matter until the matter is concluded or the attorney leaves the FIRM. The CITY will not pay the costs of bringing a new attorney up to speed. However, the CITY acknowledges that there are many facets to litigation, and different attorneys specializing in different facets may be used at appropriate times throughout a matter.

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

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

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

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

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

Article 9. Indemnification. The City shall indemnify, defend, and hold the FIRM harmless for any claims, actions, liabilities, or losses by any third parties arising out of any work performed by the FIRM for the City the same as the City would for City employees. This indemnity is intended to protect the FIRM from lawsuits that are filed by third-parties against public agencies, such as the City, especially in nuisance abatement matters, where representatives of those public agencies are often named despite only being involved within their official capacity as agents of those public agencies. The FIRM shall indemnify, defend, and hold the City harmless from and against any claims, actions, liabilities, or losses by any third-parties arising out of the FIRM's professional liability obligations to the City, including payment of all attorney's fees, consultant's fees, and other expenses to investigate the professional liability, as well as the quality of work performed by the FIRM for the City in prosecuting lawsuits, and otherwise providing those services described in this Agreement to the City.

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

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

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

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

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

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

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

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

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

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

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

treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

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

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

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

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

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

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

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

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

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

Notice to the FIRM shall be addressed to:

Curtis R. Wright, Esq.
3 Corporate Park, Suite 100
Irvine, CA 92618
Email: CWright@SilverWrightLaw.com

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

Article 15. Administrative Provisions.

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

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

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

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

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

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

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

H. *Conflict of Interest.* During the term of this Agreement, the FIRM shall not perform services of any kind for any person or entity whose interests conflict in any way

with those of the CITY. This prohibition shall not preclude the CITY from expressly agreeing to a waiver of a potential conflict of interest under certain circumstances.

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

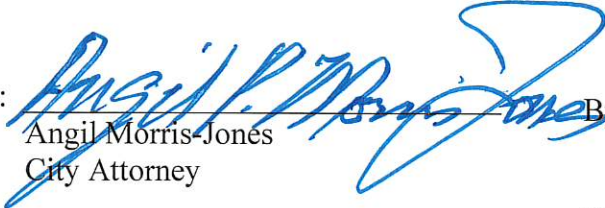
J. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and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

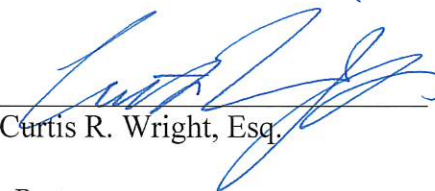
K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, and (iii) any rule or construction to the effect that ambiguities are to be resolved against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

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

CITY OF NATIONAL CITY

SILVER & WRIGHT LLP

By: 
Angil Morris Jones
City Attorney

By: 
Curtis R. Wright, Esq.

Title: Partner

RESOLUTION NO. 2020 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
RATIFYING THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND
SILVER & WRIGHT LLP FOR LEGAL SERVICES IN THE SPECIALIZED AREA OF
CODE ENFORCEMENT FOR THE TOTAL NOT TO EXCEED AMOUNT OF \$75,000
PER CASE AND APPROVING THE CITY ATTORNEY’S EXECUTION OF SAME**

WHEREAS, Silver & Wright LLP, is a law firm that specializes in code enforcement legal services including receiverships, nuisance abatements and cost recovery; and

WHEREAS, the City of National City hereby desires to ratify the Agreement with Silver & Wright LLP to provide assistance and represent the City in cases in order to rehabilitate dangerous nuisance properties, prevent the spread of blight, enforce the City’s municipal codes, recuperate costs and to protect the health and safety of the community; and

WHEREAS, legal services may include, but not be limited to, administrative, criminal and civil nuisance abatement actions for an amount not to exceed \$75,000 per case; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby ratifies the Agreement between the City of National City and Silver & Wright LLP for legal services in the specialized area of code enforcement for the total not to exceed amount of \$75,000 per case and approving the City Attorney’s execution of same.

PASSED and ADOPTED this 4th day of February, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones,
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) ratifying the execution of County Contract Number 561763 by the Mayor, an Agreement with the City for Senior Nutrition Programs in the amount of \\$200,514.62 for the remainder of Fiscal Year 2020; and 2\) authorizing the Mayor to execute any subsequent amendments. \(Community Services\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: February 4, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City; 1) ratifying the execution of County Contract Number 561763 by the Mayor, an Agreement with the City for Senior Nutrition Programs in the amount of \$200,514.62 for the remainder of fiscal year 2020; 2) authorizing the Mayor to execute any subsequent amendments.

PREPARED BY: Audrey Denham & Ingrid Slettengren

DEPARTMENT: Community Services

PHONE: 619-336-4243

APPROVED BY: 

EXPLANATION:

The City has been contracting with the County of San Diego since 1979 to provide dining room and home delivery meal service to senior citizens 60 years and older. In December 2019, the City was notified of the County's intent to award the City with a contract to provide senior nutrition programs. The City has been awarded \$200,514.62 for the remainder of FY20; the County has the option to extend up to three additional 1 year terms in the amount of \$330,927 for each year, with a total not-to-exceed amount of \$1,193,295.62.

The County requires the contract to be executed prior to the initial term, which begins February 1, 2020. However, the County did not send the contract to the City until January 22, 2020. Therefore, it was necessary to have the Mayor sign the Contract in advance of City Council approval in order to begin receiving funds to support Nutrition Center operations.

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED:

MIS

166-41429-3470 (Nutrition Center Revenues – County Grants) - \$200,514.62 (FY20)

166-419-429-* (Nutrition Center Expenditure Accounts) - \$200,514.62 (FY20)

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Adopt the resolution of the City Council of the City of National City; 1) ratifying the execution of County Contract Number 561763 by the Mayor in the amount of \$200,514.62 for the remainder of fiscal year 2020; 2) authorizing the Mayor to execute any subsequent amendments.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. County Agreement with the City for Senior Nutrition Programs
2. Resolution

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

COUNTY CONTRACT NUMBER 561763
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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.

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

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.

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

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. 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. 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. 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. 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.san-diego.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 Americans 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.medi-cal.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 (HHSA) 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. XI). 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/PI/PI, except County PHI/PI/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/PI/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PI/PI for so long as Contractor maintains such County PHI/PI/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’ 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

CITY OF NATIONAL CITY

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

By: _____
ALEJANDRA SOTELO-SOLIS, Mayor

Date: _____

Date: _____

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EXHIBIT A – STATEMENT OF WORK
CONGREGATE MEALS IN THE SOUTH REGION

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.sdcounty.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.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 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.sdcountry.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://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

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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

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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.

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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

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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.

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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): 1FTYR1OU78PB01735, 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.

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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.

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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.

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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. 2020 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY; 1)
RATIFYING THE EXECUTION OF COUNTY CONTRACT NUMBER 561763 BY THE
MAYOR, AN AGREEMENT WITH THE CITY FOR SENIOR NUTRITION PROGRAMS
IN THE AMOUNT OF \$200,514.62 FOR THE REMAINDER OF FISCAL YEAR 2020; 2)
AUTHORIZING THE MAYOR TO EXECUTE ANY SUBSEQUENT AMENDMENTS**

WHEREAS, since 1979, the City of National City has provided nutrition services and home delivery meals programs for seniors at the George H. Waters Nutrition Center; and

WHEREAS, the City of National City hereby desires to continue providing dining room meal services, home delivery meals service, and transportation to senior citizens 60 years and older; and

WHEREAS, in December 2019, the City was notified of the County's intent to award the City of National City with a contract to provide senior nutrition programs; and

WHEREAS, the City has been awarded \$200,514.62 for the remainder of Fiscal Year 2020 with the option to extend up to three additional 1 year terms in the amount of \$330,927 for each year, with a total not-to-exceed amount of \$1,193,295.62; and

WHEREAS, the County requires the contract to be executed by the Mayor prior to the initial term, which begins February 1, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby ratifies the Mayors execution of the San Diego County Contract Number 561763, and subsequent amendments, between the County of San Diego and the City of National City for the Nutrition Center Program for the remainder of Fiscal Year 2020 in the amount of \$200,514.62 with the option to extend up to three additional 1 year terms in the amount of \$330,927 for each year, with a total not-to-exceed amount of \$1,193,295.62.

PASSED and ADOPTED this 4th day of February, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones,
City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) awarding a contract to PAL General Engineering Inc. in the not-to-exceed amount of \\$198,832.00 for the E. 16th Street Road Rehabilitation Project, CIP No. 19-38; 2\) authorizing a 15% contingency in the amount of \\$29,824.80 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 4, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) awarding a contract to PAL General Engineering Inc. in the not-to-exceed amount of \$198,832.00 for the E. 16th Street Road Rehabilitation Project, CIP No. 19-38; 2) authorizing a 15% contingency in the amount of \$29,824.80 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

PHONE: 619-336-4360

dz.

DEPARTMENT: Engineering/Public Works

APPROVED BY:

[Signature]

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

Contract Award - \$198,832.00

Expenditure Account No. 109-409-500-598-6035 (Gas Tax SB1 – Street Resurfacing CIP) - \$198,832.00

15% Contingency – \$29,824.80

Expenditure Account No. 109-409-500-598-6035 (Gas Tax SB1 – Street Resurfacing CIP) – \$29,824.80

Funds are appropriated in the above accounts.

APPROVED:

[Signature]

Finance

APPROVED:

MIS

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to PAL General Engineering Inc. in the not-to-exceed amount of \$198,832.00 for the E. 16th Street Road Rehabilitation Project, CIP No. 19-38.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Owner-Contract Agreement
5. Resolution

EXPLANATION

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

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

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

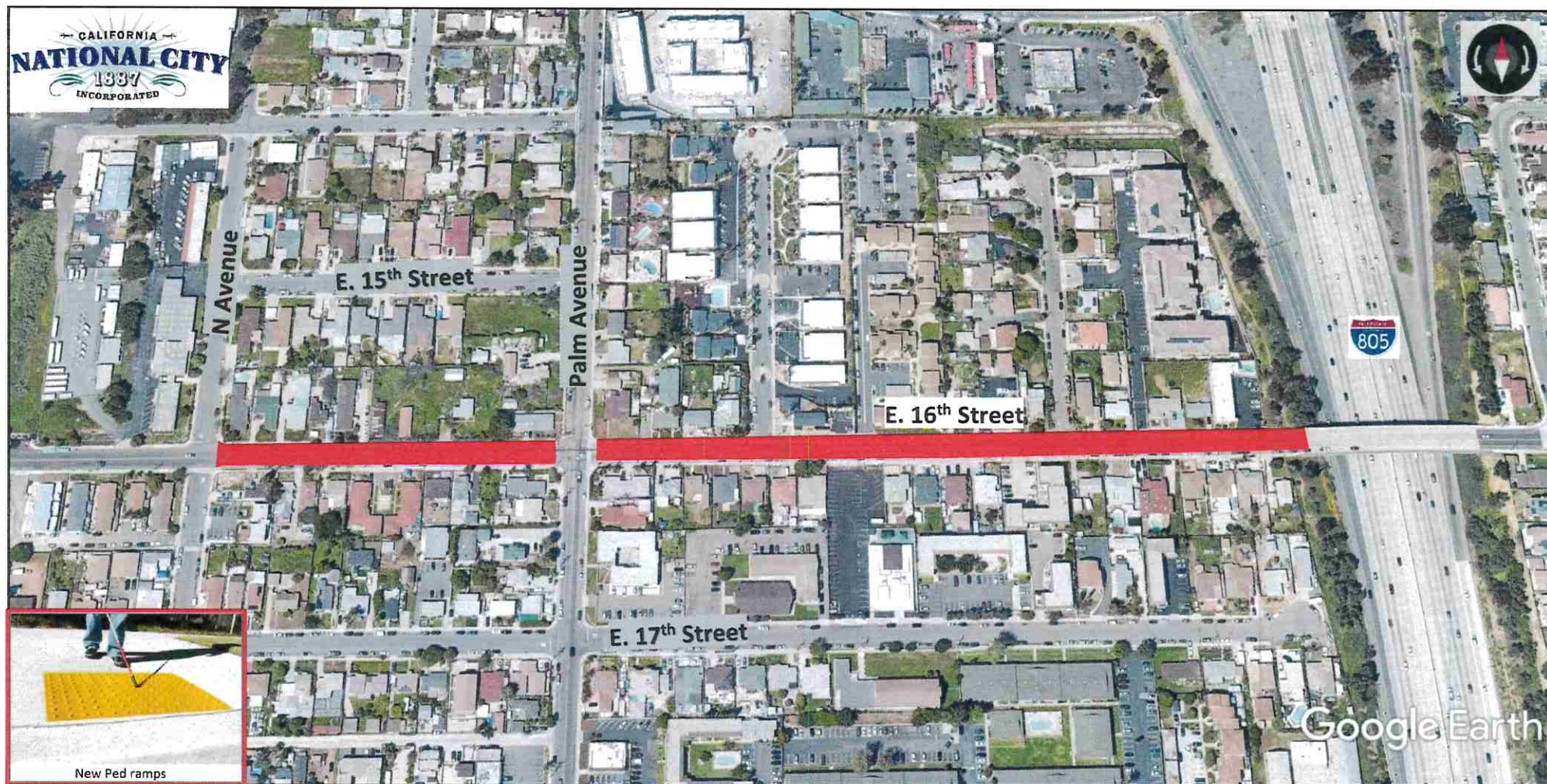
On December 17, 2019, six (6) bids were received by the 11:00 a.m. deadline. PAL General Engineering Inc. was the apparent lowest bidder with a total bid amount of \$198,832.00. Upon review of all documents submitted, PAL General Engineering's bid was deemed responsive, and they are the lowest responsible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

Staff recommends awarding a contract to PAL General Engineering Inc. in the not to exceed amount of \$198,832.00 and to authorize a 15% contingency in the amount of \$29,824.80 to address any unforeseen conditions that may arise. Funds are available through Gas Tax SB1, through prior City Council appropriations for Street Resurfacing CIP.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference. Also attached is the Owner-Contractor Agreement.

Construction is estimated to be completed by Summer 2020. Updates will be provided on the City's CIP website at: nationalcityprojects.com.

Project Map



Palm Avenue Road Rehabilitation



BID OPENING SUMMARY

NAME: E. 16th Street Road Rehabilitation
CIP NO: 19-38
DATE: Tuesday, December 17, 2019
TIME: 11:00 A.M.
ESTIMATE: \$244,710.00
PROJECT ENGINEER: Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA #1,2	BID SECURITY - BOND
1.	PAL General Engineering 10675 Treena Street, Suite 103 San Diego, CA 92131	\$198,832.00	Yes	Bond
2.	Eagle Paving 13915 Danielson Street Poway, CA 92064	\$230,900.00	Yes	Bond
3.	Hazard Construction 6465 Marindustry Drive San Diego, CA 92121	\$241,325.00	Yes	Bond
4.	Portillo Concrete Inc. 3527 Citrus St Lemon Grove, CA 91945	\$242,115.00	Yes	Bond
5.	Tri Group Construction 9580 Black Mountain Rd. Ste. L San Diego, CA 92126	\$244,691.00	Yes	Bond
6.	Built Pacific Inc. 6767 Nancy Ridge Dr. San Diego, CA 92121	\$298,290.00	Yes	Bond

Bid Results for E. 16 th Street Road Rehabilitation Project (CIP No. 19-38)									
Item No.	Description	Unit	Qty.	PAL General Engineering Inc.		Eagle Paving, Inc.		Hazard Construction Company, Inc.	
Base Bid									
1	Mobilization/Demo bilization	LS	1	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$25,200.00	\$25,200.00
2	Water Pollution Control	LS	1	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00
3	Traffic and Pedestrian Control	LS	1	\$3,500.00	\$3,500.00	\$17,992.00	\$17,992.00	\$17,000.00	\$17,000.00
4	Unclassified Excavation	LS	1	\$2,200.00	\$2,200.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00
5	Removal, Disposal and Replacement of Unsuitable Material	CY	10	\$350.00	\$3,500.00	\$300.00	\$3,000.00	\$400.00	\$4,000.00
6	ADA Ramps (All Types)	EA	4	\$4,500.00	\$18,000.00	\$6,000.00	\$24,000.00	\$6,500.00	\$26,000.00
7	Remove and Replace Curb and Gutter	LF	100	\$75.00	\$7,500.00	\$78.00	\$7,800.00	\$90.00	\$9,000.00
8	Remove and Replace Cross Gutter	SF	325	\$19.00	\$6,175.00	\$30.00	\$9,750.00	\$37.00	\$12,025.00
9	Adjust to Grade Steel Manhole Cover and Frame	EA	1	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$2,000.00	\$2,000.00
10	Pavement Rehabilitation Dig Out (Excavation)	CY	12	\$250.00	\$3,000.00	\$400.00	\$4,800.00	\$380.00	\$4,560.00
11	Pavement Rehabilitation Dig Out (Install 6" Asphalt Concrete)	TON	20	\$385.00	\$7,700.00	\$400.00	\$8,000.00	\$260.00	\$5,200.00
12	Pavement Reinforcement Fabric (Mirafi RS380)	SF	550	\$10.00	\$5,500.00	\$9.50	\$5,225.00	\$0.50	\$275.00
13	1.5" to 2" Asphalt Concrete Overlay	TON	885	\$110.00	\$97,350.00	\$106.00	\$93,810.00	\$102.00	\$90,270.00
14	Cold Mill Existing Asphalt Concrete - Full width 1.5" to 2"	SF	73700	\$0.40	\$29,480.00	\$0.29	\$21,373.00	\$0.35	\$25,795.00
15	Weed Kill/Crack seal	LS	1	\$6,500.00	\$6,500.00	\$5,250.00	\$5,250.00	\$10,000.00	\$10,000.00
16	Signing and Striping (In kind)	LS	1	\$1,927.00	\$1,927.00	\$2,300.00	\$2,300.00	\$2,000.00	\$2,000.00
Sub Total				\$198,832.00		\$230,900.00		\$241,325.00	

OWNER - CONTRACTOR AGREEMENT

E. 16TH STREET ROAD REHABILITATION PROJECT, CIP NO. 19-38

This Owner-Contractor Agreement ("Agreement") is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **PAL General Engineering, Inc. ("Contractor")**, 10675 Trenea Street, Suite 103, San Diego, CA 92131, on the **4th of February, 2020**, 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 15, above:

AJ
(Initial)

AJ
(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:

Alejandra Sotelo-Solis
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Angil P. Morris-Jones
City Attorney

Contractor:

PAL General Engineering, Inc.

Jahshan
(Owner/Officer signature)

Abd Jahshan - President

Print name and title

(Second officer signature if a corporation)

Jahshan / ABD JAHSHAN
Print name and title *President*

09008184

Contractor's City Business License No.

916931

State Contractor's License No. and Class

10675 Treena Street, Suite 103

Business street address

San Diego, CA 92131

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, Abd Jahshan certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Abd Jahshan, who signed said contract on behalf of the Contractor, was then President 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, Abd Jahshan certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Abd Jahshan, who signed said contract on behalf of the Contractor, was then President 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: Jahshan

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. 2020-_____, on the 4th day of February, 2020, has awarded PAL General Engineering, Inc., hereinafter designated as the "Principal", the E. 16TH STREET ROAD REHABILITATION PROJECT, CIP NO. 19-38.

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 Argonaut Insurance Company as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of One Hundred Ninety-Eight Thousand, Eight Hundred and Thirty Two (\$198,832.00) 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, its officers, agents, employees, and volunteers 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

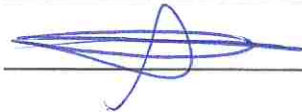
change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City 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 20th day of January, 2020.

Argonaut Insurance Company * (SEAL)



(SEAL)

Stephanie Hope Shear, Attorney-in-Fact (SEAL)

PAL General Engineering, Inc. (SEAL)



(SEAL)

Abd. Jabshan-President (SEAL)

Surety

Principal

* c/o CMGIA - 20335 Ventura Blvd., Ste. 426, Woodland Hills, CA 91364

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

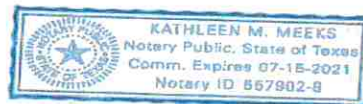
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 20th day of January, 2020.



James Bluzard

James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS
ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

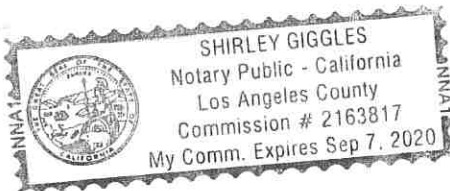
State of California)

County of LOS ANGELES)On JAN 20 2020 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

PAYMENT BOND

WHEREAS, the City Council of the City of National City, by Resolution No. 2020-_____, on the 4th day of February, 2020, has awarded PAL General Engineering, Inc., hereinafter designated as the "Principal", the E. 16TH STREET ROAD REHABILITATION PROJECT, CIP NO. 19-38.

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 Argonaut Insurance Company as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of One Hundred Ninety-Eight Thousand, Eight Hundred and Thirty Two (\$198,832.00) 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.

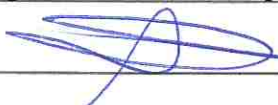
THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with 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.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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 20th day of January, 2020.

Argonaut Insurance Company* (SEAL)

 (SEAL)

Stephanie Hope Shear, Attorney-in-Fact (SEAL)

Surety

PAL General Engineering, Inc. (SEAL)

 (SEAL)

Abd Jahshan-President (SEAL)

Principal

* c/o CMGIA - 20335 Ventura Blvd., Ste. 426, Woodland Hills, CA 91364

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by:

Joshua C. Betz

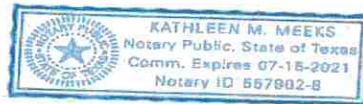
Joshua C. Betz, Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, depose and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 20th day of January, 2020.



James Bluzard

James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS
 ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)On IAN 20 2020 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

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Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDING A CONTRACT TO PAL GENERAL ENGINEERING INC. IN THE NOT-TO-EXCEED AMOUNT OF \$198,832.00 FOR THE EAST 16TH STREET ROAD REHABILITATION PROJECT, CIP NO. 19-38; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$29,824.80 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, the East 16th Street Road Rehabilitation Project will provide a 2" grind and overlay on 0.4 miles of East 16th Street from "N" Avenue to Interstate-805 within the existing right-of way, and upgrade ADA ramps to the current standard within the project limits, as well as address damaged cross gutter, and curb and gutter; and

WHEREAS, the project will also improve pedestrian crossings through the installation of accessibility enhancements at the following intersections:

1. East 16th Street & East Sheryl Lane
2. East 16th Street & "Q" Avenue

WHEREAS, on December 17, 2019, six (6) bids were received by the Engineering Department for the East 16th Street Road Rehabilitation Project; and

WHEREAS, PAL General Engineering Inc., was the lowest responsive bidder qualified to perform the work as described in the project specifications with a total bid amount of \$198,832.00, and

WHEREAS, a 15% contingency in the amount of \$29,824 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the East 16th Street Road Rehabilitation Project, CIP No. 19-38, to the lowest responsive, responsible bidder, to wit:

PAL GENERAL ENGINEERING INC.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of \$198,832 with PAL General Engineering Inc. for the East 16th Street Road Rehabilitation Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council authorizes a 15% contingency in the amount of \$29,824 for any unforeseen changes.

PASSED and ADOPTED this 4th day of February, 2020

Alejandra Sotelo-Solis, Mayo

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the amendment of City Council Policy 802, City Support for Special Events, Activities, Programs and Services: 1\) adding restrictions on political activities or endorsements; 2\) removing organizations from the Co-Sponsorship list that have not held an event in three \(3\) years; 3\) adding and subtracting events from the Sponsored and Co-Sponsored list; and 4\) correcting typographical errors. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 4, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the amendment of City Council Policy 802, "City Support for Special Events, Activities, Programs and Services," 1) adding restrictions on political activities or endorsements; 2) Removing organizations from the Co-Sponsorship list that have not held an event in three (3) years; 3) Adding and subtracting events from the Sponsored and Co-Sponsored list; and 4) Correcting typographical errors

PREPARED BY: | Joe Olson
Armando Vergara

DEPARTMENT: Community Development Dept.

PHONE: (619) 336-4364

APPROVED BY: 

EXPLANATION:

At the City Council Meeting held on January 21, 2020, the City Council was presented with recommendations for revision of City Council Policy 802. The City Council Policy 802 Ad Hoc committee recommended the following amendments to the policy, which include:

- 1) Restricting all political activities during events co-sponsored by the City;
- 2) Removing event sponsors that have not held an event in three (3) years from the Co-Sponsorship list;
- 3) Addition and subtraction of events from the Policy 802 Sponsored and Co-Sponsored list;
- 4) Correcting a typographical error from previous policy

The City Council voted to bring back a resolution to adopt amendments to Policy 802.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

| N/A |

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

| Adopt the Resolution |

BOARD / COMMISSION RECOMMENDATION:

| N/A |

ATTACHMENTS:

- 1) Staff Report
- 2) City Council Policy 802, "City Support for Special Events, Activities, Programs and Services"
- 3) Resolution



February 4, 2020

ITEM

Staff Report: Resolution of the City Council of the City of National City adopting the amended policy #802 of the City Council Policy Manual Chapter 800.

BACKGROUND

The Council recognizes that special events are a lifestyle that defines National City's history and makes our City unique. However, City Council is also concerned with the increasing cost of City support of special events, examples of which are concerts, festivals, parades and sporting events which take place at City parks and facilities or in City streets and rights-of-way. The Council notes that City support of special events, be it police traffic service, fire standby service or other support, is not specifically budgeted and is provided through reductions in the level of service for budgeted programs.

Various amendments to this policy have occurred. The most recent changes were in January of 2018.

In January of 2018, The City Council authorized the amendment of City Council Policy 802. The amendments established that any individual or organization receiving funding support from the City for an event must provide documentation of allowable incurred expenses for said event, including receipts. The policy was also amended to clarify language regarding deposits remitted for those events and corrected any typographical errors in the Policy.

DISCUSSION

Each year, the City Council Policy 802 Committee convenes, if necessary, to review any policy changes or to amend the event list for both City Sponsored and City Co-Sponsored events.

The most recent Committee meeting occurred December 16, 2019. The Committee consists of Mayor Sotelo-Solis, Vice Mayor Mona Rios, Community Development Director Armando Vergara, Recreational Superintendent Audrey Denham, Park Superintended Victor Uribe, and Neighborhood Services Manager Joseph Olson.

For 2020, the Policy 802 Committee will adapt changes that add language that prohibit any manner of political or election activities during a City Co-Sponsored event, including but not limited to campaign activities, campaign/political booths, messages, or banners.

Additionally, language has been added to withdraw any organization from the Co-Sponsorship list if said organization has not held an event in three (3) years. The Co-Sponsorship event list is listed in Attachment "A" of City Council Policy #802.

The committee also revised section A(3) of the Policy to correct a typographical error. For Special event or TUP applicants who are not on the City's Sponsored or Co-Sponsored list, fees shall only be waived in the amount of \$500 per day, rather than the previously stated \$1,000 per day.

This year, three organizations requested consideration to be added to the Co-Sponsor list per Policy 802. The following qualified applicants were:

- National City Host Lions Club – "OneSight Vision Clinic"
- American Red Cross – Blood Drive
- National City Chamber of Commerce – "Bayside Brew & Spirits Festival"

The Committee approved the removal of the "Sweetwater Kiwanis Carnival", hosted by the Sweetwater Kiwanis Club, and the Christmas in July Clean-Ups, hosted by Christmas in July, as these events are no longer occurring.

The Committee also approved the addition of four new events to the City's Sponsored list (Attachment "B" of City Council Policy 802). Those events are "NC Gets Active", "Summer Concerts", "Family Tennis Day", and the "Annual Volunteer Dinner."

The committee agreed replace two former events, "Tower of Terror" and "Christmas Tree Lighting." The replacement events will be "Dia de los Muertos" and "A Kimball Holiday." These amendments appear in Attachment "B" of the City Council Policy.

On January 21, 2020 during the City Council meeting, the City Council voted to bring back a resolution to adopt these amendments to the Policy 802. This meeting is scheduled for February 4, 2020.

RECOMMENDATION

Staff recommends the adoption of the changes to City Council Policy 802.

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: January 16, 2018

BACKGROUND:

The Council recognizes that special events are a lifestyle that defines National City's history and makes our City unique. However, City Council is also concerned with the increasing cost of City support of special events, examples of which are concerts, festivals, parades and sporting events which take place at City parks and facilities or in City streets and rights-of-way. The Council notes that City support of special events, be it police traffic service, fire standby service or other support, is not specifically budgeted and is provided through reductions in the level of service for budgeted programs.

DEFINITIONS:

1. "SPECIAL EVENT" as defined in Municipal Code Section 15.60.005 means any organized activity conducted for a common or collective purpose, use or benefit which involves the utilization of, or has an impact upon, public property or facilities and the need for providing municipal and public safety services in response to the event.

Examples of Special Events include, but are not limited to:

- a. Parades
- b. Public concerts and other community cultural events
- c. Demonstrations
- d. Circuses
- e. Fairs and festivals
- f. Community or neighborhood block parties and street dances
- g. Mass participation sports (marathons, bicycles races and tours)
- h. Film making activities
- i. Public speaker events

2. "CITY SUPPORT" means any City services required to maintain minimal interference and inconvenience to the general public resulting from a Special Event.

City Support includes, but is not limited to:

- a. Special Event permit processing
- b. Police services
- c. Sanitation and cleanup
- d. Maintaining access for emergency vehicles and provision of medical care
- e. Street closures
- f. Use of City Stage, PA equipment and/or Information Trailer

City Support does not include internal security, crowd control and other services considered the responsibility of the Special Event Sponsor.

3. "NON PROFIT" means a non-profit tax exempt organization (501(c)(3)) that is exempted from payment of income taxes by federal or state law and which has been in existence for a minimum of six (6) months preceding the date of application for a special event.
4. "PUBLIC FACILITY" means any property, building, or public access (street, park, theater, etc.) that lies within the City and which is owned or operated by the City for public benefit or usage.
5. "EVENT ORGANIZER" means any person, group, or corporation assuming responsibility for planning, promoting, and carrying out a Special Event.
6. "CITY MANAGER" means the City Manager or designee.
7. "CITY CO-SPONSORED EVENT" is defined as an annual event that occurs within the boundaries of National City. The co-sponsoring agency must be a National City non-profit or branch thereof and the event must benefit National City and its residents. Applications must be submitted as a special event application to the Neighborhood Services Department, deadlines are noted annually. The current City co-sponsorship events list (Attachment "A") are considered grandfathered and will not need to apply annually for approval.
8. "CITY SPONSORED EVENT" is defined as an annual community-wide event that is planned and managed by one or more City departments. The current City sponsored events list (Attachment "B") are considered grandfathered and will not need to apply annually for approval. These events will not require a secondary City Council approval through the TUP or Special Event process. City Staff will process event applications and City Council will be updated of these events annually and or on a quarterly basis.

PURPOSE:

It is the purpose of this policy to provide guidelines for the support of special events, consistent with the least possible disruption to normal City services.

POLICY:

A. Co-Sponsored Events

It is the policy of the City Council that:

1. To the extent that economic conditions and the City's resources allow, the City manager upon City Council notification, may provide reasonable City support of up to \$1,200 per event day to non-profit special events that benefit National City residents, are held wholly within City limits, and which are listed in Attachment "A" and are considered to be City co-sponsored annual events.
2. Any new non-profit applicant (not on Attachment "A") requesting co-sponsorship must apply to be considered for the City co-sponsored event list which will be reviewed annually by the 802 policy committee. The 802 policy committee will recommend changes to the co-sponsored event list only when required on an annual basis (per Section 7 of Definitions- page 2). As a City co-sponsored event, organizations shall prominently place the City's logo in all advertising materials promoting the event and provide space for the City to set up an information booth, per the City Council's discretion.
3. Any new Special Event or TUP applicant not currently on the approved co-sponsored list and requesting fee waivers, may only be considered to have fees waived up to the minimum level of \$1,000 per event day. Attachments "A" and "B" are the current list of approved co-sponsored and sponsored events respectively. Any new events considering co-sponsorship must apply through the annual process.

B. Sponsored Events

It is the policy of the City Council that to the extent economic conditions and the City's resource allow, National City will sponsor and provide community-wide annual events which are listed in Attachment "B". Event fees that are incurred by City departments will be charged against an account designed for that purpose. The City Manager shall notify the City Council of upcoming events on a quarterly basis.

C. Other Events, Activities, Programs and Services

It is the policy of the City Council that:

1. To the extent that economic conditions and the City's resources allow, the City Manager may provide City support for a special event conducted by a non-profit organization. City support would be limited to a waiver of permit processing fees and the event must benefit National City residents. Examples include an event where there is insufficient time for Council approval, such as in the event of a catastrophe or an emergency situation. The City Manager shall notify the City Council of any such support on a monthly basis.
2. The City Manager shall charge City costs for any special event of a commercial nature; also, the City Manager shall require organizers of commercial special

events to pay the City a negotiated percentage of gross revenues or a flat fee. Such revenues will be deposited into the City's General Fund.

3. Proceeds from a special event of a commercial nature that benefits a local non-profit organization, shall show proof of donation within 10 business days. Such proof shall be submitted to the City's Department of Finance (Revenue & Recovery). Failure to provide proof of donation will result in loss of any deposit remitted and may jeopardize future use of City facilities.
4. To the extent economic conditions and the City's resources allow, funding support may be authorized in support of a program, service or activity, other than a special event, when found by the City Council to be of benefit to the community or the City.

Requests must include a specific purpose for the funding (i.e., to pay, in whole or in part, for the purchase or rental of specific supplies or equipment).

D. Documentation of Expenses

A report detailing allowable incurred expenses must be submitted to the Department of Finance, in a format prescribed by the Director of Finance, for a special event, program, service, or activity receiving funding support from the City. The report must be accompanied by documentation, including receipts for all purchases, if requested.

This requirement shall not apply to programs, services, or activities for which the City is under written contractual agreement. Any such requirement shall be dictated by the terms of said agreement.

Failure of an organization or individual to provide a proper report and documentation of allowable incurred expenses may result in denial of future funding support requests.

E. El Toyon Park

The use of El Toyon Park for special events is prohibited.

F. Use of Mobile Stage

The mobile stage shall be used only on City parklands, and/or other public property within the limits of National City. Any events outside this purview and requesting use of the City stage must apply through the special event process. The USER of the stage shall be responsible for any damage to the unit resulting from carelessness or misuse.

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: January 16, 2018

RELATED POLICY REFERENCES:

City Council Policy # 704 – Limitation on City Approved Special Events within the City

City Council Policy # 801 – Field and Facility Rules and Regulations

ORIGINAL

ATTACHMENT "A"
NATIONAL CITY CO-SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Sweetwater Kiwanis Carnival	Sweetwater Kiwanis Club	March
National City International Mariachi Festival	National City Chamber of Commerce	March
Granger Jr. High Cultural Fair	Granger Jr. High	Spring
Job Fair	N.C. Chamber of Commerce	Spring
July 4 th Carnival	National City Host Lions Club	July
Mabuhay Festival	Mabuhay Festival	June
Las Palmas 5K and 1 Mile Walk	Las Palmas Elementary School	June
Auto Heritage Days	N.C. Chamber of Commerce	August
Relay for Life	American Cancer Society	August
Salute to Navy	N.C. Chamber of Commerce	October
Maytime Band Review	Maytime Band Association	October
Sweetwater High Homecoming	Sweetwater High School	Fall
Community Concert Band Series (up to 4 concerts annually/per year)	N.C. Community Concert Band	Quarterly
Spirit of the Holidays	N.C. College Campus Lions	December
Christmas with Kids	Christmas with Kids	December
Christmas in July Clean-Ups	Christmas in July	Various

Note: Co-sponsored events that reoccur on the same date, or weekend, each year will maintain "first rights" to their date if the special event permit application is received within five months of the recurring event date. After the five-month application deadline, other interested parties will be able to apply. Events scheduled on recurring weekends (such as the 1st, 2nd, 3rd, 4th, or 5th weekend of a month) will be defined by the first date of the event is open to the public.

ATTACHMENT "B"
NATIONAL CITY SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Movies in the Park	Community Services	Summer
Miss. National City Pageant	Community Services	July
National Night Out	Police, Community Services, FFA	August
9/11 Remembrance Ceremony	Fire	September
State of the City	Mayor's Office	Fall
Tower of Terror	Fire, Community Services	October
Veteran's Day	Community Services	November
Christmas Tree Lighting	Community Services	December
Community Service Day	Community Services	April

ORIGINAL

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

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ADOPTED: October 3, 2006

AMENDED: February 4, 2020

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- f. Use of City Stage, PA equipment and/or Information Trailer

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3. "NON PROFIT" means a non-profit tax exempt organization (501(c)(3)) that is exempted from payment of income taxes by federal or state law and which has been in existence for a minimum of six (6) months preceding the date of application for a special event.
4. "PUBLIC FACILITY" means any property, building, or public access (street, park, theater, etc.) that lies within the City and which is owned or operated by the City for public benefit or usage.
5. "EVENT ORGANIZER" means any person, group, or corporation assuming responsibility for planning, promoting, and carrying out a Special Event.
6. "CITY MANAGER" means the City Manager or designee.
7. "CITY CO-SPONSORED EVENT" is defined as an annual event that occurs within the boundaries of National City. The co-sponsoring agency must be a National City non-profit or branch thereof and the event must benefit National City and its residents. Applications must be submitted as a special event application to the Neighborhood Services Department, deadlines are noted annually. The current City co-sponsorship events list (Attachment "A") are considered grandfathered and will not need to apply annually for approval.
8. "CITY SPONSORED EVENT" is defined as an annual community-wide event that is planned and managed by one or more City departments. The current City sponsored events list (Attachment "B") are considered grandfathered and will not need to apply annually for approval. These events will not require a secondary City Council approval through the TUP or Special Event process. City Staff will process event applications and City Council will be updated of these events annually and or on a quarterly basis.

PURPOSE:

It is the purpose of this policy to provide guidelines for the support of special events, consistent with the least possible disruption to normal City services.

POLICY:

A. Co-Sponsored Events

It is the policy of the City Council that:

1. To the extent that economic conditions and the City's resources allow, the City manager upon City Council notification, may provide reasonable City support of up to \$1,200 per event day to non-profit special events that benefit National City residents, are held wholly within City limits, and which are listed in Attachment "A" and are considered to be City co-sponsored annual events.
2. Any new non-profit applicant (not on Attachment "A") requesting co-sponsorship must apply to be considered for the City co-sponsored event list which will be reviewed annually by the 802 policy committee. The 802 policy committee will recommend changes to the co-sponsored event list only when required on an annual basis (per Section 7 of Definitions- page 2). As a City co-sponsored event, organizations shall prominently place the City's logo in all advertising materials promoting the event and provide space for the City to set up an information booth, per the City Council's discretion.
3. Any new Special Event or TUP applicant not currently on the approved co-sponsored list and requesting fee waivers, may only be considered to have fees waived up to the minimum level of \$500 per event day. Attachments "A" and "B" are the current list of approved co-sponsored and sponsored events respectively. Any new events considering co-sponsorship must apply through the annual process.
4. Any Special Event or TUP application is prohibited from engaging in any political election activities, including but not limited to campaign activities, campaign/political information booths, messaging, banners, or support of any political candidate during any Co-Sponsored event in the City.
5. Any Co-Sponsored organization on the event list that had not held an event in three (3) years shall be withdrawn from the Co-Sponsored list for the following year (Attachment "A").

B. Sponsored Events

It is the policy of the City Council that to the extent economic conditions and the City's resource allow, National City will sponsor and provide community-wide annual events which are listed in Attachment "B". Event fees that are incurred by City departments will be charged against an account designed for that purpose. The City Manager shall notify the City Council of upcoming events on a quarterly basis.

C. Other Events, Activities, Programs and Services

It is the policy of the City Council that:

1. To the extent that economic conditions and the City's resources allow, the City Manager may provide City support for a special event conducted by a non-profit organization. City support would be limited to a waiver of permit processing fees and the event must benefit National City residents. Examples include an event where there is insufficient time for Council approval, such as in the event of a catastrophe or an emergency situation. The City Manager shall notify the City Council of any such support on a monthly basis.
2. The City Manager shall charge City costs for any special event of a commercial nature; also, the City Manager shall require organizers of commercial special events to pay the City a negotiated percentage of gross revenues or a flat fee. Such revenues will be deposited into the City's General Fund.
3. Proceeds from a special event of a commercial nature that benefits a local non-profit organization, shall show proof of donation within 10 business days. Such proof shall be submitted to the City's Department of Finance (Revenue & Recovery). Failure to provide proof of donation will result in loss of any deposit remitted and may jeopardize future use of City facilities.
4. To the extent economic conditions and the City's resources allow, funding support may be authorized in support of a program, service or activity, other than a special event, when found by the City Council to be of benefit to the community or the City.

Requests must include a specific purpose for the funding (i.e., to pay, in whole or in part, for the purchase or rental of specific supplies or equipment).

D. Documentation of Expenses

A report detailing allowable incurred expenses must be submitted to the Department of Finance, in a format prescribed by the Director of Finance, for a special event, program, service, or activity receiving funding support from the City. The report must be accompanied by documentation, including receipts for all purchases, if requested.

This requirement shall not apply to programs, services, or activities for which the City is under written contractual agreement. Any such requirement shall be dictated by the terms of said agreement.

Failure of an organization or individual to provide a proper report and documentation of allowable incurred expenses may result in denial of future funding support requests.

E. El Toyon Park

The use of El Toyon Park for special events is prohibited.

F. Use of Mobile Stage

The mobile stage shall be used only on City parklands, and/or other public property within the limits of National City. Any events outside this purview and requesting use of the City stage must apply through the special event process. The USER of the stage shall be responsible for any damage to the unit resulting from carelessness or misuse.

TITLE: City Support for Special Events, Activities, Programs and Services **POLICY 802**

ADOPTED: October 3, 2006

AMENDED: February 4, 2020

RELATED POLICY REFERENCES:

City Council Policy # 704 – Limitation on City Approved Special Events within the City

City Council Policy # 801 – Field and Facility Rules and Regulations

DRAFT

ATTACHMENT "A"
NATIONAL CITY CO-SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
National City International Mariachi Festival	National City Chamber of Commerce	March
Granger Jr. High Cultural Fair	Granger Jr. High	Spring
Job Fair	N.C. Chamber of Commerce	Spring
July 4 th Carnival	National City Host Lions Club	July
Mabuhay Festival	Mabuhay Festival	June
Las Palmas 5K and 1 Mile Walk	Las Palmas Elementary School	June
Blood Drive	American Red Cross	June
Auto Heritage Days	N.C. Chamber of Commerce	August
Relay for Life	American Cancer Society	August
Bayside Brew & Spirits Fest.	N.C. Chamber of Commerce	September
OneSight Vision Clinic	N.C. Host Lions Club	October
Salute to Navy	N.C. Chamber of Commerce	October
Maytime Band Review	Maytime Band Association	October
Sweetwater High Homecoming	Sweetwater High School	Fall
Community Concert Band Series (up to 4 concerts annually/per year)	N.C. Community Concert Band	Quarterly
Spirit of the Holidays	N.C. College Campus Lions	December
Christmas with Kids	Christmas with Kids	December

Note: Co-sponsored events that reoccur on the same date, or weekend, each year will maintain "first rights" to their date if the special event permit application is received within five months of the recurring event date. After the five-month application deadline, other interested parties will be able to apply. Events scheduled on recurring weekends (such as the 1st, 2nd, 3rd, 4th, or 5th weekend of a month) will be defined by the first date of the event is open to the public.

ATTACHMENT "B"
NATIONAL CITY SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
Movies in the Park	Community Services	Summer
NC Gets Active	Community Services	Quarterly
Summer Concerts	Community Services	Summer
Miss. National City Pageant	Community Services	July
National Night Out	Police, Community Services, FFA	August
9/11 Remembrance Ceremony	Fire	September
State of the City	Mayor's Office	Fall
Family Tennis Day	Community Services	October
Annual Volunteer Dinner	Community Services	Fall
Día de los Muertos	Community Services	Oct/Nov
Veteran's Day	Community Services	November
A Kimball Holiday	Mayor's Office	December
Community Service Day	Community Services	April

RESOLUTION NO. 2019

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE AMENDMENT OF CITY COUNCIL POLICY 802, "CITY
SUPPORT FOR SPECIAL EVENTS, ACTIVITIES, PROGRAMS AND SERVICES," 1)
ADDING RESTRICTIONS ON POLITICAL ACTIVITIES OR ENDORSEMENTS; 2)
REMOVING ORGANIZATIONS FROM THE CO-SPONSORSHIP LIST THAT HAVE
NOT HELD AN EVENT IN THREE (3) YEARS; 3) ADDING AND SUBTRACTING
EVENTS FROM THE SPONSORED AND CO-SPONSORED LIST; AND 4)
CORRECTING TYPOGRAPHICAL ERRORS**

BE IT RESOLVED by the City Council of the City of National City that City Council Policy No. 802, entitled "City Support for Special Events, Activities, Programs and Services" is amended as recommended by the Director of Neighborhood Services.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the amended Policy marked hereto as Attachment "A" and by reference incorporated herein.

PASSED and ADOPTED this 4th day of February, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: City Support for Special Events, Activities, Programs and Services POLICY 802
--

ADOPTED: October 3, 2006	AMENDED: February 4, 2020
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BACKGROUND:

The Council recognizes that special events are a lifestyle that defines National City's history and makes our City unique. However, City Council is also concerned with the increasing cost of City support of special events, examples of which are concerts, festivals, parades and sporting events which take place at City parks and facilities or in City streets and rights-of-way. The Council notes that City support of special events, be it police traffic service, fire standby service or other support, is not specifically budgeted and is provided through reductions in the level of service for budgeted programs.

DEFINITIONS:

1. "SPECIAL EVENT" as defined in Municipal Code Section 15:60.005 means any organized activity conducted for a common or collective purpose, use or benefit which involves the utilization of, or has an impact upon, public property or facilities and the need for providing municipal and public safety services in response to the event.

Examples of Special Events include, but are not limited to:

- a. Parades
 - b. Public concerts and other community cultural events
 - c. Demonstrations
 - d. Circuses
 - e. Fairs and festivals
 - f. Community or neighborhood block parties and street dances
 - g. Mass participation sports (marathons, bicycles races and tours)
 - h. Film making activities
 - i. Public speaker events
2. "CITY SUPPORT" means any City services required to maintain minimal interference and inconvenience to the general public resulting from a Special Event.

City Support includes, but is not limited to:

- a. Special Event permit processing
- b. Police services
- c. Sanitation and cleanup
- d. Maintaining access for emergency vehicles and provision of medical care
- e. Street closures
- f. Use of City Stage, PA equipment and/or Information Trailer

City Support does not include internal security, crowd control and other services considered the responsibility of the Special Event Sponsor.

3. "NON PROFIT" means a non-profit tax exempt organization (501(c)(3)) that is exempted from payment of income taxes by federal or state law and which has been in existence for a minimum of six (6) months preceding the date of application for a special event.
4. "PUBLIC FACILITY" means any property, building, or public access (street, park, theater, etc.) that lies within the City and which is owned or operated by the City for public benefit or usage.
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6. "CITY MANAGER" means the City Manager or designee.
7. "CITY CO-SPONSORED EVENT" is defined as an annual event that occurs within the boundaries of National City. The co-sponsoring agency must be a National City non-profit or branch thereof and the event must benefit National City and its residents. Applications must be submitted as a special event application to the Neighborhood Services Department; deadlines are noted annually. The current City co-sponsorship events list (Attachment "A") are considered grandfathered and will not need to apply annually for approval.
8. "CITY SPONSORED EVENT" is defined as an annual community-wide event that is planned and managed by one or more City departments. The current City sponsored events list (Attachment "B") are considered grandfathered and will not need to apply annually for approval. These events will not require a secondary City Council approval through the TUP or Special Event process. City Staff will process event applications and City Council will be updated of these events annually and or on a quarterly basis.

PURPOSE:

It is the purpose of this policy to provide guidelines for the support of special events, consistent with the least possible disruption to normal City services.

POLICY:

A. Co-Sponsored Events

It is the policy of the City Council that:

TITLE: City Support for Special Events, Activities, Programs and Services POLICY 802
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ADOPTED: October 3, 2006

AMENDED: February 4, 2020

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3. Proceeds from a special event of a commercial nature that benefits a local non-profit organization, shall show proof of donation within 10 business days. Such proof shall be submitted to the City's Department of Finance (Revenue & Recovery). Failure to provide proof of donation will result in loss of any deposit remitted and may jeopardize future use of City facilities.
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Christmas with Kids	Christmas with Kids	December

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ADOPTED: October 3, 2006

AMENDED: February 4, 2020

ATTACHMENT "B"
NATIONAL CITY SPONSORED EVENTS

<u>Event Title</u>	<u>Organizer</u>	<u>Timing</u>
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State of the City	Mayor's Office	Fall
Family Tennis Day	Community Services	October
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Dia de los Muertos	Community Services	Oct/Nov
Veteran's Day	Community Services	November
A Kimball Holiday	Mayor's Office	December
Community Service Day	Community Services	April

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from March 13, 2020 to March 23, 2020 at the Westfield Plaza Bonita Mall with no waiver of fees. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 4, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from March 13, 2020 to March 23, 2020 at the Westfield Plaza Bonita Mall with no waiver of fees.

PREPARED BY: Dionisia Trejo
Armando Vergara

DEPARTMENT: Community Development Department

PHONE: (619) 336-4364 |

APPROVED BY:  _____

EXPLANATION:

This is a request from Circus Vargas to conduct the Circus Vargas event at Westfield Plaza Bonita Mall from March 13, 2020 to March 23, 2020. Set up for this event will commence at 9:00 a.m. March 10, 2020 on the west side parking lot of Plaza Bonita Mall. The show times will vary on dates from 12:30 p.m., 1 p.m., 4:00 p.m., 7:00 p.m., and 7:30 p.m. Each show lasts approximately 1 ½ hours.

This is a completely self-contained event in a traditional big top circus with concessions. There are no performing animals, no rides, no games, no outside vendors and no alcohol. Vehicles are used for transportation of operations. There will be eight internal Security Guards and sufficient parking is available at the mall. Food will be prepared on-site in a trailer. Clean-up will be performed after each show.

This event will end with its last show on Monday, March 23rd at 6:30 pm and will begin breakdown after the show. This event was approved by Council in 2018 & 2019 with no waiver of fees.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$272.00 for processing the TUP, plus \$791.00 for the Fire Department and \$154.86 for Building.

Total fees: \$1,217.86

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☒ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title CIRCUS VARGAS
Event Location (list all sites being requested) Westfield Plaza Bonita - 3030 Plaza Bonita Rd.

Event Times

Set-Up Starts
Date 3/10/20 Time 9:00 a.m. Day of Week Tue - Thurs
Event Starts
Date 3/13/2020 Time 7:30 p.m. Day of Week Friday
Event Ends
Date 3/23/2020 Time 9:30 p.m. Day of Week Monday
Breakdown Ends
Date 3/24/2020 Time 3:00 p.m. Day of Week Tuesday



Applicant Information

Applicant (Your name) Katya Quiroga Sponsoring Organization Tabares Entertainment, In
Event Coordinator (if different from applicant) Katya Quiroga
Mailing Address 7455 Arroyo Crossing Pkwy, suite 220 Las Vegas, NV 89113
Day Phone 702-466-4873 After Hours Phone 702-466-4873 Cell 949-244-8557 Fax _____
Public Information Phone 877-got-fun1 E-mail ddorethy@circusvargas.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Katya Quiroga Date 12/11/2019

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☒

Are admission, entry, vendor or participant fees required? Yes ☒ No ☐

If YES, please explain the purpose and provide amount (s):

Ticket prices start at \$15 and go up to \$72 depending on the seating

\$ 50,000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 20,000 Estimated Expenses for this event.

\$ _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☒ Returning Event ☒ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Circus Vargas is returning to National City with a new show March 13th through March 23rd, 2020

See CIRCUS VARGAS' all new 2020 production "Mr V's Big Top Dream"

Estimated Attendance

Anticipated # of Participants: 450 per show Anticipated # of Spectators: 9450 Total average

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: CIRCUS VARGAS

Travel with their own in house security. We are a family oriented show and we don't sell any

alcoholic beverage and we have bringing Circus Vargas to National City for over 20 years

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): Katya Quiroga Phone: 702-466-4873

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as an additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☒ No ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

The Circus Vargas Big Top has full illumination in top of the tent that illuminates

all the entire parking areas surrounding the tent.

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☒ No ☐

☐ First aid station to be staffed by professional company. ▶ Company _____

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Please see the attached Circus Vargas event packet information

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ▶ _____ (Dimensions)

Setting up canopies or tents?

1 _____ # of canopies size 147 ft rnd

1 _____ # of tents size 33 X 54

☐ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☒ No tables being set up

_____ # of chairs ☒ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☒ No tables being set up

_____ # of chairs ☒ No chairs being set up

Contractor Name Tabares Entertainment, Inc.

Contractor Contact Information	7455 Arroyo Crossing Pkwy	Las Vegas, NV	702-513-9767
	Address	City/State	Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☒ Other (explain) Bleachers Seating

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☒ No ☐

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☒ No ☐

☒ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name _____

Address City/State Phone Number

Using electrical power? Yes ☒ No ☐

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☒ Bringing in generator(s) ☒ For sound and/or lighting ☒ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☒ No ☐

☐ Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: Circus food is prepared
on site and we have a yearly food permit. No outside vendor

If you intend to cook food in the event area please specify the method:

☐ GAS ☒ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

☐ Vendors selling food # _____ ▶ Business License #(s) _____

☐ Vendors selling merchandise # _____ ▶ Business License #(s) _____

- ☒ Food/beverages to be handled by organization; no outside vendors
- ☐ Vendors selling services # _____ ▶ Business License #(s) _____
- ▶ Explain services In House concessions
- ☐ Vendors passing out information only (no business license needed) # _____
- ▶ Explain type(s) of information _____
- ☒ No selling or informational vendors at event

Having children activities? Yes ☒ No ☐

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- ☐ Inflatable bouncer house # ⁰ _____ ☐ Rock climbing wall Height _____
- ☐ Inflatable bouncer slide # ⁰ _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)
- ☒ Other Children are invited in to the circus ring to interact with clowns

Having fireworks or aerial display? Yes ☐ No ☒

- ☐ Vendor name and license # _____
- Dimensions _____ Duration _____
- Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502:00

Arranging for media coverage? Yes ☒ No ☐

- ☒ Yes, but media will not require special set-up
- ☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☐ No ☒

☐ Yes, we will post signage # 30 Dimensions 8.5 X 12

☐ Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # 4

☐ What will signs/banners say? No Smoking, Circus Entrance, Circus Exit, Circus Vargas Banners

☒ How will signs/banners be anchored or mounted? To fencing within our foot print attached with zip ties

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☒ No ☐

If yes, please identify the following:

▶ Total number of portable toilets: 8

▶ Total number of ADA accessible portable toilets: 2

☒ Contracting with portable toilet vendor. ▶ United Site Services

▶ Load-in Day & Time 3/10/2020 ▶ Load-out Day & Time 3/24/2020

☐ Portable toilets to be serviced. ▶ Time Daily

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☒ Yes, will set up the day before the event. ▶ # of set-up day(s) 3

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☐ N/A

Breaking down set-up the day after the event?

- ☒ Yes, breakdown will be the day after the event. ► # of breakdown day(s) ¹ _____
- ☐ No, breakdown will occur on the event day.

How are you handling clean-up?

- ☐ Using City crews
- ☐ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

Circus Vargas is an Animal Free Circus

Clean-up of the event is done daily by Circus employee crew

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>CIRCUS VARGAS</u>	
Event Address: <u>3030 Plaza Bonita Rd, National City, CA</u>	Expected # of Attendees: <u>450 per show</u>
Event Host/Coordinator: <u>Katya Quiroga</u>	Phone Number: <u>702-466-4873</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>10</u>			
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>6</u>			
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			
Do all storm drains have screens to temporarily protect trash and debris from entering?			
Are spill cleanup kits readily available at designated spots?			

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: TABARES ENTERTAINMENT, INC. dba Circus Vargas

Person in Charge of Activity: Katya QUIROGA

Address: 7455 Arroyo Crossing Pkwy Suite #220 Las Vegas, NV 89113

Telephone: 702-466-4873 Date(s) of Use: 3/10 through 3/24/2020

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: President Date: 12/11/2019

For Office Use Only

Certificate of Insurance Approved _____ Date _____

December 16, 2019

City of National City
Building & Safety Department
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
Tabares Entertainment (Circus Vargas) – Westfield Plaza Bonita

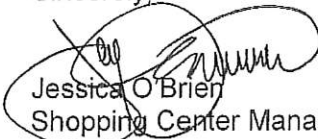
To whom it may concern:

I hereby authorize Nelson Quiroga, acting as representative of Circus Vargas to operate a business known as Circus Vargas in parking lot #1 at Westfield Plaza Bonita during the dates of March 10, 2020 – March 24, 2020, upon finalization of all permitting and paperwork.

Circus Vargas will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

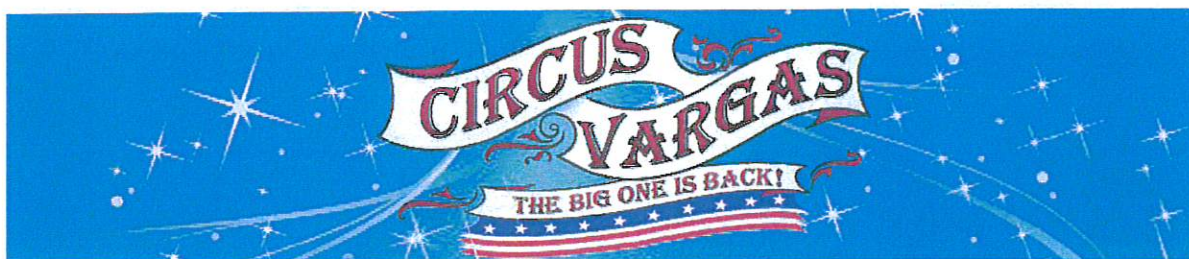
Sincerely,



Jessica O'Brien
Shopping Center Manager


Cc: retailers file

Westfield PLAZA BONITA
3030 Plaza Bonita Road #2075
National City, CA 91950



Circus Vargas 2020 Advance Event Packet Proposal Westfield Plaza Bonita



Location	Requested Dates	Proposed Rental Fee 2020
Reneé Hatfield Coordinator – Client Services – Plaza Bonita & Mission Valley  UNIBAIL-RODAMCO-WESTFIELD 3030 Plaza Bonita Road, Suite #2075, National City, CA 91950 / USA E. renee.hatfield@urw.com T. 619.267.2850 D. 619.204.6713	March 13 th to March 23 rd , 2020 3 Set Up Days 11 Performing Days	Lot rental Fee: TBD

Showtime

Day	Date	Schedule Notation	Showtimes
Tuesday	March 10 th	Will enter property at 1:00 a.m.	No Performance
Wednesday	March 11 th	Setup Day	No Performance
Thursday	March 12 th	Setup Day	No Performance
Friday	March 13 th	Opening Night	7:30 p.m.
Saturday	March 14 th		1:00–4:00 & 7:30 p.m.
Sunday	March 15 th		12:30–3:30 & 6:30 p.m.
Monday	March 16 th		7:00 p.m.
Tuesday	March 17 th	St Patrick's Day	7:00 p.m.
Wednesday	March 18 th		7:00 p.m.
Thursday	March 19 th		7:00 p.m.
Friday	March 20 th		4:30 & 7:30 p.m.
Saturday	March 21 st		1:00–4:00 & 7:30 p.m.
Sunday	March 22 nd		12:30–3:30 & 6:30 p.m.
Monday	March 23 rd	Teardown of the circus will begin after the show.	6:30 p.m.
Tuesday	March 24 th	<ul style="list-style-type: none"> - Circus will vacate property before 4:00 p.m. - Cleanup crew will finish cleaning the lot around 3:00 p.m. - All rented equipment, e.g., restrooms, fencing and dumpster, will be picked up before 3:00 p.m. 	No Performance

Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113

Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com

Katya Quiroga - Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com



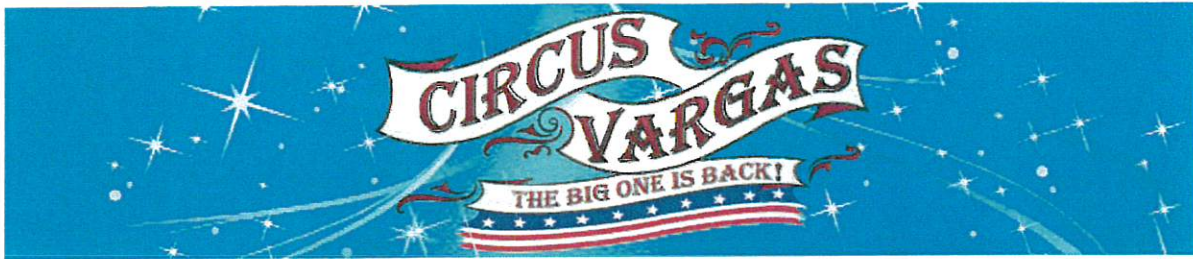
Circus Vargas 2020 Advance Event Packet Proposal Westfield Plaza Bonita

Parking lot area needed to accommodate Circus Vargas (far view)

Tent setup area proposal for 2020



Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89113
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Circus Vargas 2020 Advance Event Packet Proposal Westfield Plaza Bonita

Detail Site Plan at Westfield Plaza Bonita new setup area 2020



Actual aerial photo of 2019 event set up



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Circus Vargas 2020 Advance Event Packet Proposal
Westfield Plaza Bonita
Circus Vargas Big Top



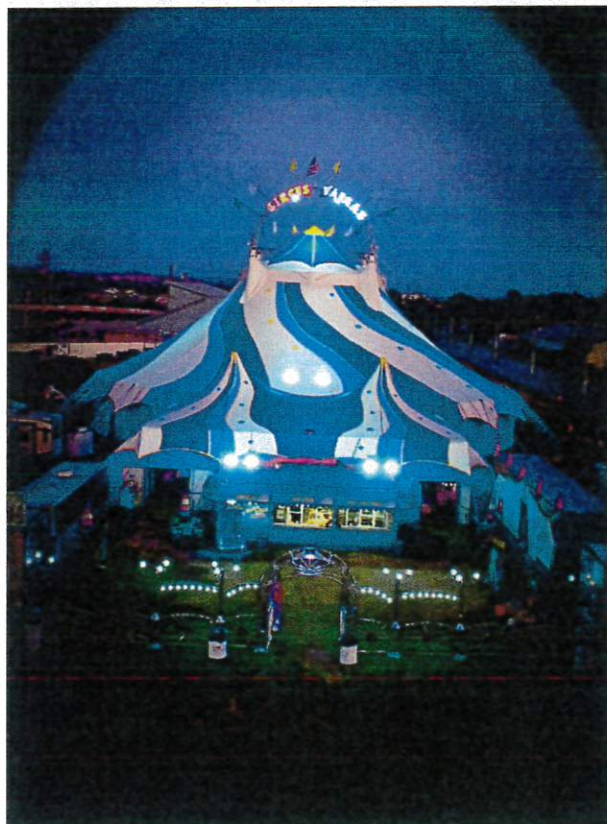
Circus Vargas Seating



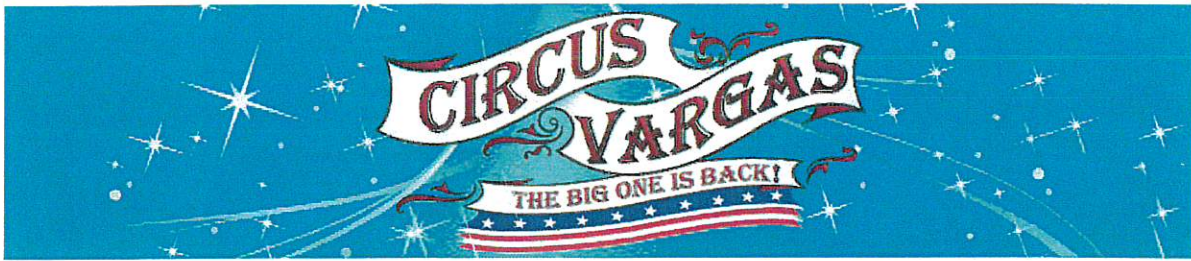
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**Circus Vargas 2020 Advance Event Packet Proposal
Westfield Plaza Bonita**



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Circus Vargas 2020 Advance Event Packet Proposal
Westfield Plaza Bonita
Show Information

LENGTH OF SHOW: Approximately one hour and forty-five minutes

EXPECTED ATTENDANCE: 300–500 per show

AVERAGE VEHICLE CAPACITY PER SHOW: 125 vehicles (based on 500 people)

SEATING CAPACITY OF TENT: 1,032

- **NO GAME OF CHANCE**
- **NO MECHANICAL RIDES**
- **NO PERFORMING ANIMALS**
- **NO PYRO OR OPEN FLAME USED DURING THE SHOW**
- **NO ALCOHOL SOLD OR SERVED**
- **NO OUTSIDE CONTRACTED VENDORS**

Circus management provides in-house security guards. Management carries radios and cell phones in case of a 911 emergency.

Circus Vargas is completely self-contained. The show has a two-generator system with an emergency battery backup. If the main generator shuts down, the backup generator will be turned on, but all emergency lighting will remain running via the battery backup system.

A source of water is usually provided to the circus by the venue on which the circus conducts business; if not, the circus will rent a water meter from the city.

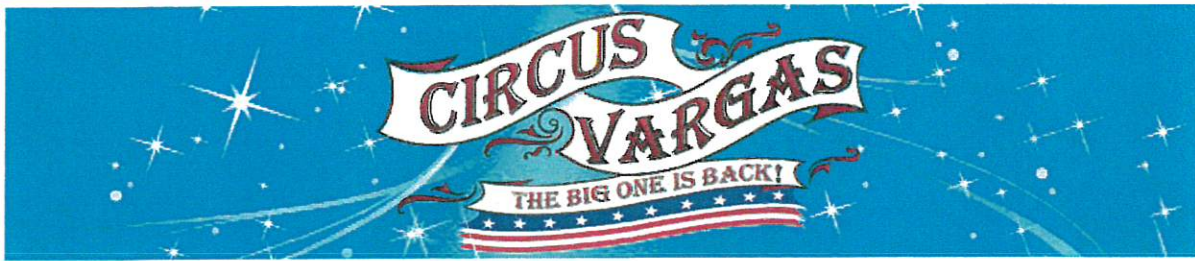
Circus Vargas rents restrooms from local sanitation companies.

Circus Vargas crew will perform daily cleanups to keep the circus area clean of any trash.

Circus Vargas rents a dumpster for all trash produced by the circus activities.

Circus Vargas is a family show and attracts primarily families; in-house security is normally sufficient to provide appropriate crowd control. The security personnel use radios to communicate with each other and can use cell phones to contact local law enforcement if the need exists.

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Circus Vargas 2020 Advance Event Packet Proposal Westfield Plaza Bonita

Circus Vargas: Cleanup & Recycling Plan

Circus Vargas does not hire or contract with outside vendors or temporary workers. All staffing will be with workers that travel with the show. The staff is trained on current proper sanitary and cleanup procedures. There is a staff of twenty-five people, and while some staff members are working throughout the day, all of them are present from one hour before the first show of the day until after the last show [as applicable] is over and cleanup is completed.

Since the nature of a circus limits the areas in which the public can access, the majority of the cleanup will be in a limited area. Plus, there are a very limited number of food items sold.

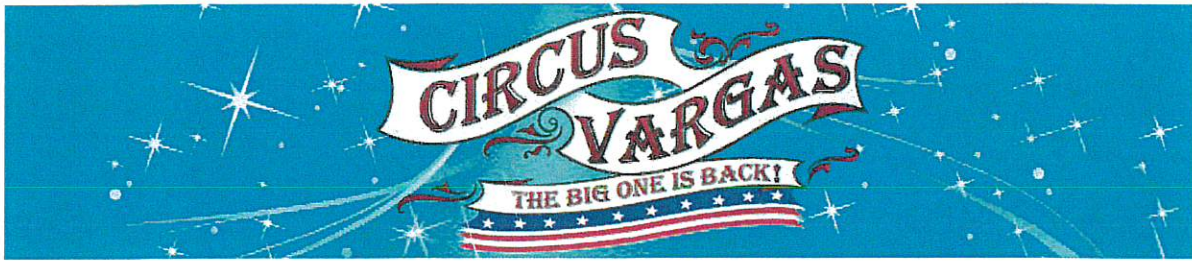
Staff continuously cleans up the entrance area throughout the time the show is open to the public, so trash does not remain on the ground. Trash is cleaned up inside the tent after each performance; and once each day, trash will be picked up in the parking area, which is expected to be minimal, since most people consume items early in the show and are unlikely to bring trash back to their cars.

A trash dumpster will be contracted for placement on the grounds. Several trash cans are available for public use in the circus entrance area. We will also have bins in which people can put recyclable items. However, due to the nature of our operation, most people buy their food products and take them immediately into the tent, where they sit down. They normally let their trash fall through the bleachers, where we clean it up after each show.

Since sodas and water are served in plastic bottles and cans, our staff will put those, along with appropriate paper products, into the recycle bins and transport them to an appropriate recycling facility or make arrangements with the dumpster company for their removal.

I hope that I have provided you with all the information needed to approve this plan. If you have any questions, please call me at 702-513-9767 and I will be happy to assist you.

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Circus Vargas 2020 Advance Event Packet Proposal Westfield Plaza Bonita

Circus Vargas Security Plan

Since Circus Vargas is a family show and attracts primarily families, in-house security has been sufficient to provide appropriate crowd control. As the only thing to see is the show itself, there are no people just loitering in the area. Crowds come at show time, enter the enclosed midway area and take their seats. After the show, there is nothing else to see, so they exit to their cars.

Many of the things that attract or encourage trouble or the necessity for police intervention will not be present at Circus Vargas. Alcohol will not be sold or served, and there are no games of chance or mechanical rides. While a carnival attracts ages 12 to 22, Circus Vargas primarily attracts children of elementary school ages or younger, along with their parents and grandparents.

Circus Vargas has its own security team comprising eight uniformed (unarmed) security Personnel (includes one head of security). The uniforms consist of matching Circus Vargas shirts and pants. This low-key approach to security maintains the atmosphere of family fun.

All security personnel will be scheduled one hour before each performance and will stay thirty minutes after the performance. Security personnel will be stationed both inside and outside the tent as well as next to the ticket booth.

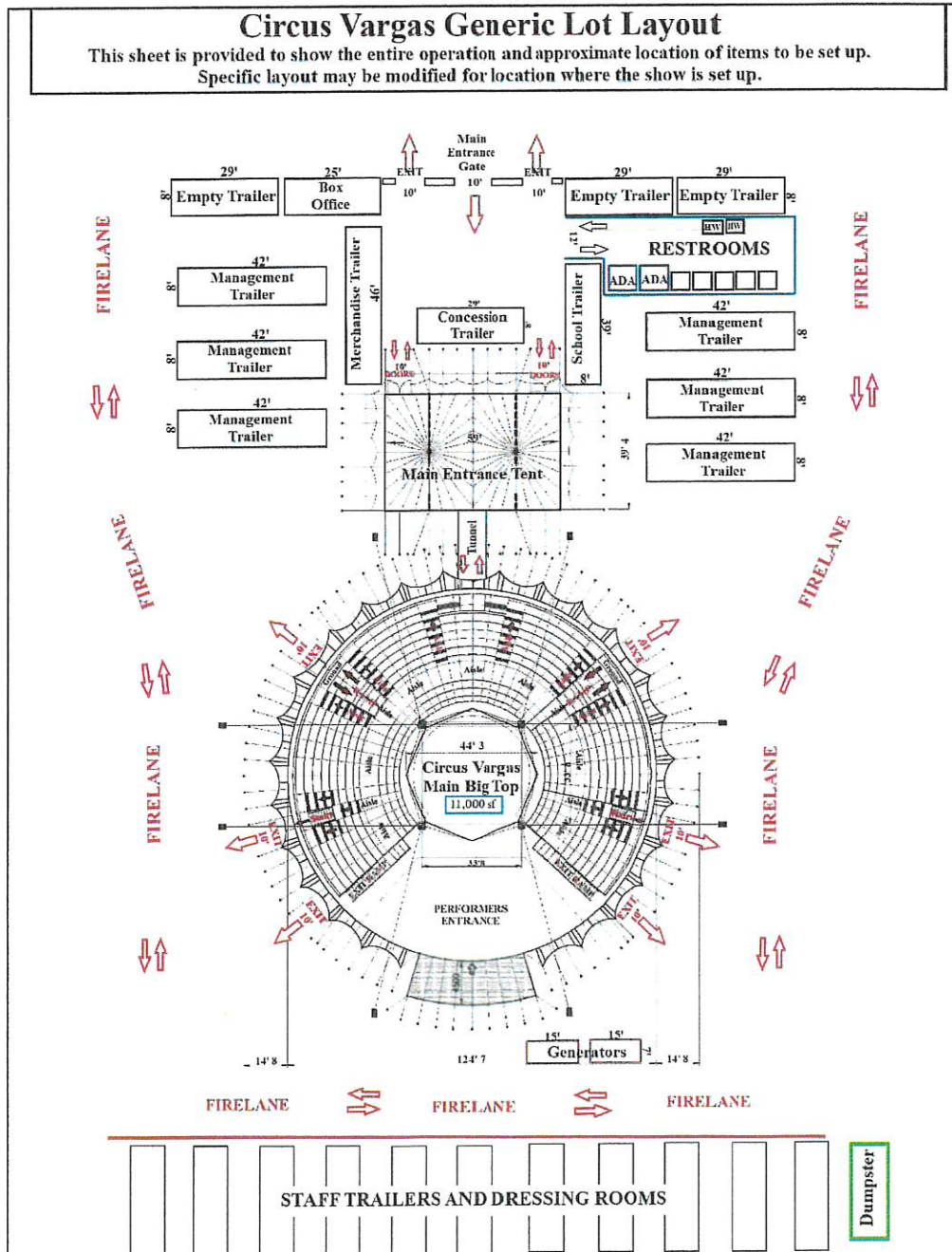
Security personnel have access to walkie-talkies for communications between themselves, in addition to cell phones that can be used to call additional personnel as well as local police or firefighters if it becomes necessary.

In addition to the security officers, a closed-circuit video security system monitors the inside of the ticket booth, where money is handled, as well as the midway area and the area in front of the ticket booth. This video system is attached to a recording device that can be used to keep a digital record of events.

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Circus Vargas 2020 Advance Event Packet Proposal Westfield Plaza Bonita



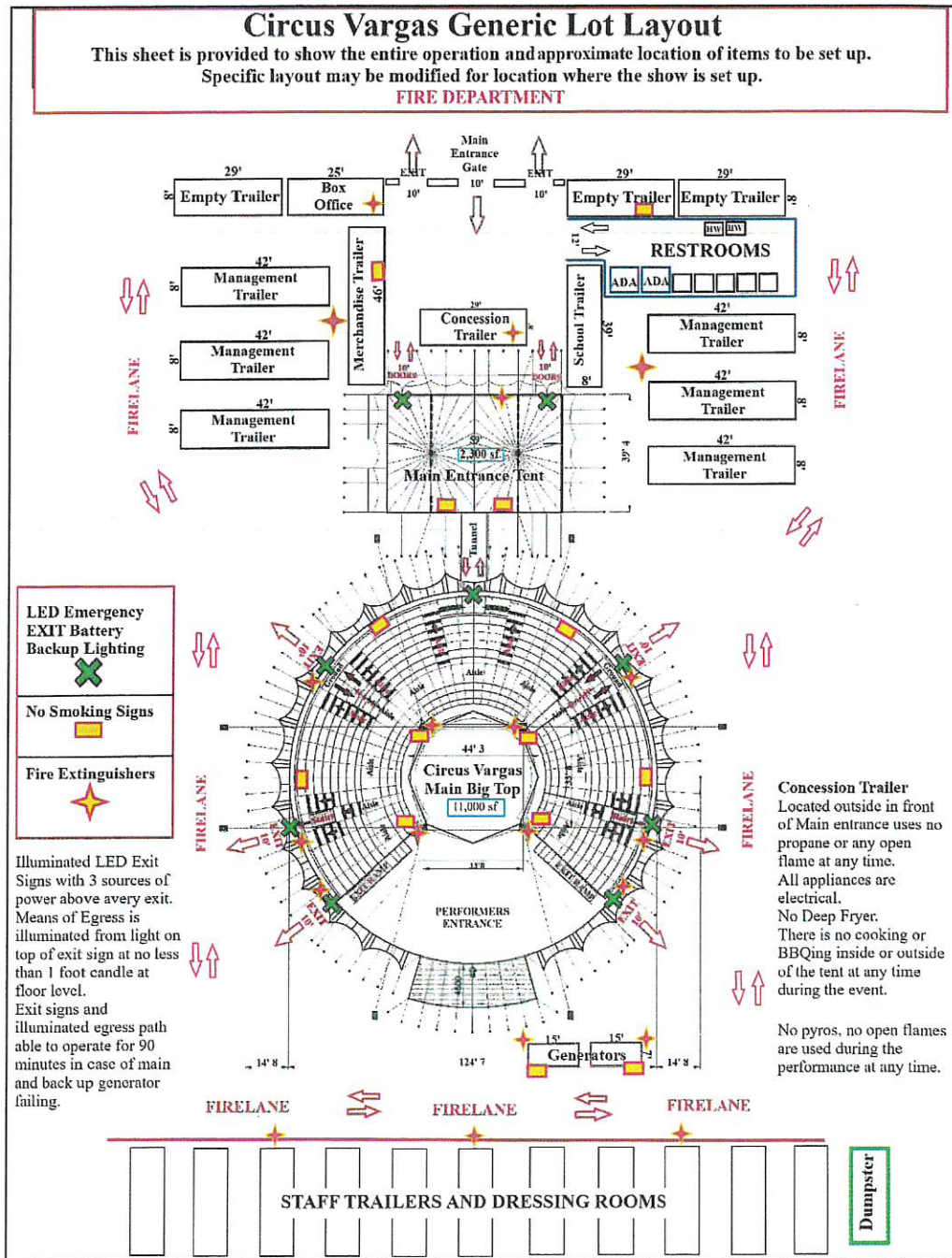
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Circus Vargas 2020 Advance Event Packet Proposal Westfield Plaza Bonita



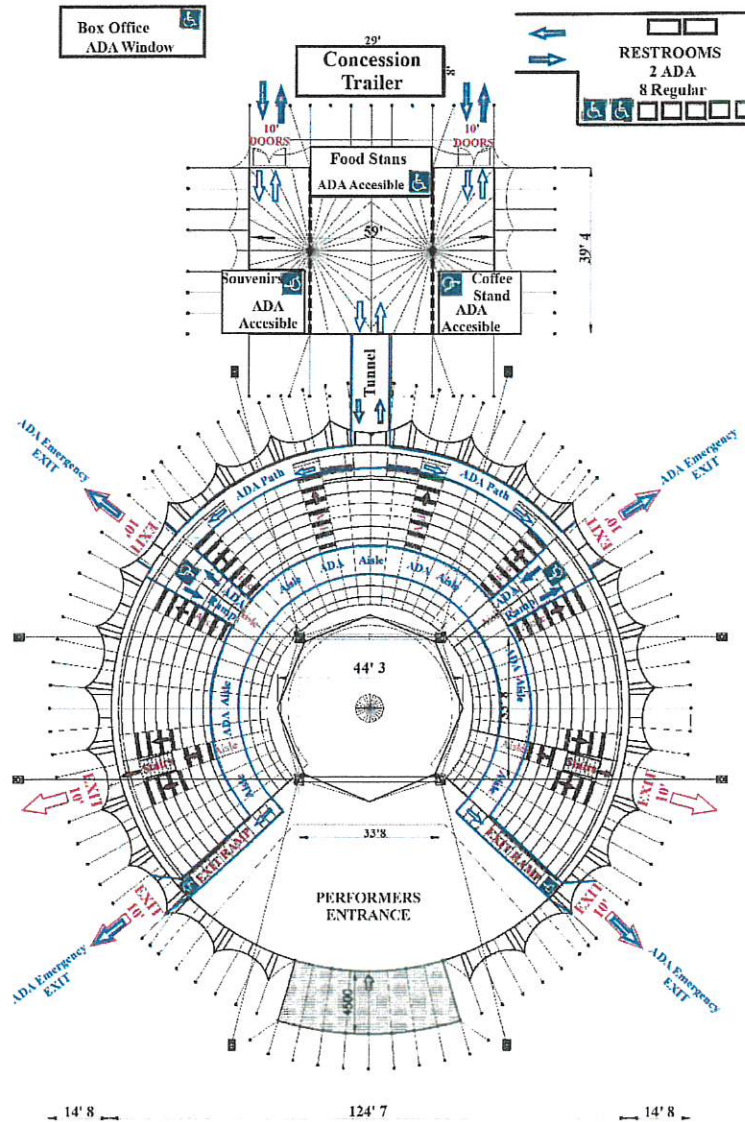
Tabares Entertainment, Inc. 7455 Arroyo Crossing Pkwy. Suite 220 Las Vegas, NV 89115

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Circus Vargas 2020 Advance Event Packet Proposal Westfield Plaza Bonita

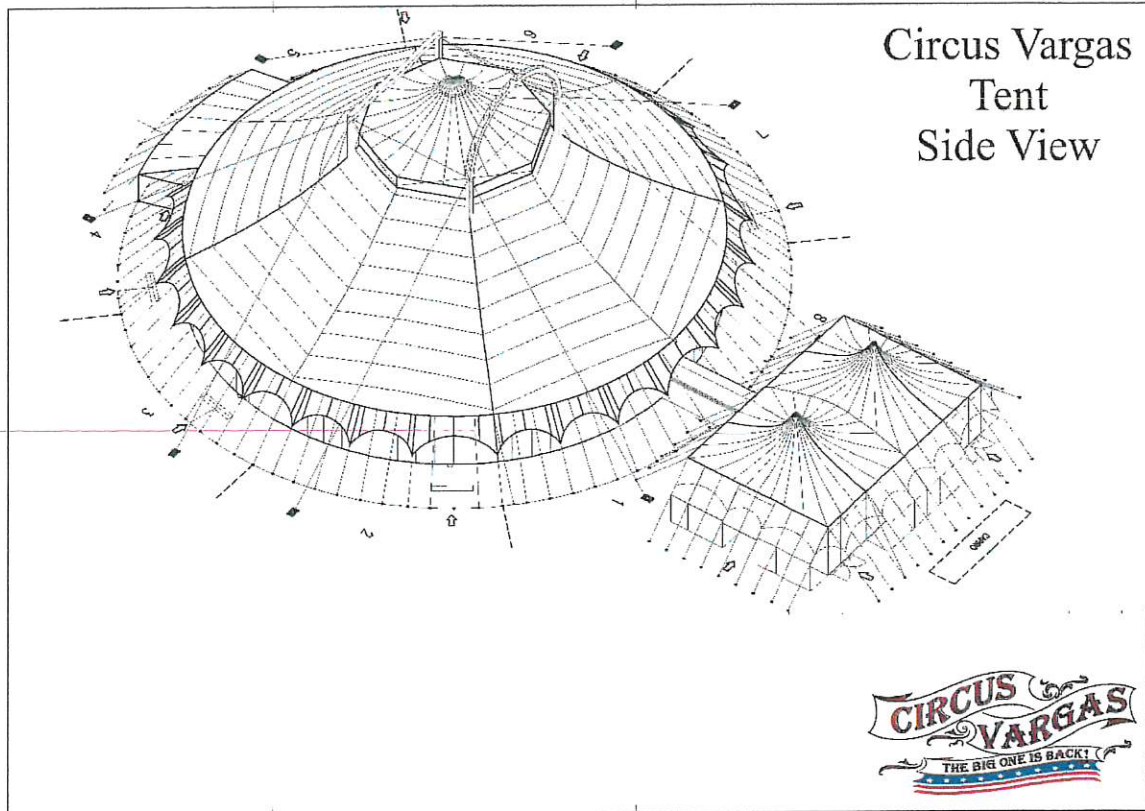


Circus Vargas ADA ACCESSIBILITY Layout and path
 Blue lines and Blue arrows are path for ADA Wheel Chairs
 Every seating Section has ADA avilibility with a total of 20 aviliable ADA
 seating and 40 additional seats for ADA Companions.
 Total Maximun Seating Capacity 1032

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**Circus Vargas 2020 Advance Event Packet Proposal
Westfield Plaza Bonita**



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**Circus Vargas 2020 Advance Event Packet Proposal
Westfield Plaza Bonita**



CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL

REGISTERED FLAME RESISTANT PRODUCT

Product:

PRECONTRAIN 702, 392

Registration No.

F-44402

Product Marketed By:

SERGE FERRARI
1460 SW 6TH COURTH
POMPANO BEACH, FL 33069

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 1311.5, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS published by the California State Fire Marshal.

Deputy State Fire Marshal

Expire: 6/30/2020

FR-8

Natya Quiroga - Phone: 702-400-4873 Email: natyaqui@circusvargas.com

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DIVISION
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL**

SPONSORING ORGANIZATION: **Tabares Entertainment, Inc.**

EVENT: **Circus Vargas**

DATE OF EVENT: **March 13, 2020 thru March 23, 2020**

APPROVALS:

COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
ENGINEERING	YES [x]	NO []	SEE CONDITIONS []
COMMUNITY DEVELOPMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

No involvement

POLICE DEPARTMENT

The police department requests that representatives of Circus Vargas work with Plaza Bonita security and management to manage vehicle and pedestrian traffic as well as parking issues that can arise. Furthermore, I will create a daily briefing bulletin for Officers in line-up to read and be aware of the circus during these dates.

ENGINEERING

No comments

CITY ATTORNEY

Approved on conditions that Risk Manager approves

COMMUNITY SERVICES

No involvement

FINANCE

Circus Vargas will need to renew the Business License.

COMMUNITY DEVELOPMENT

Planning

1. All activities shall comply with the limitations contained in Table III of NCMC Title 12 (Noise).
2. All speakers shall face away from residential properties.

Building

Fee Plan/Site Review \$154.86

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

Display of banners – Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned application for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

INSPECTION REQUIRED

Total fee amount for all Fire Department permits is, (\$791.00) dollars.

Tents \$600, Places of Assembly \$191.

Fees can only be waived by City Council.

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the Circus Vargas to be maintained at all times.
- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Exit signs shall be provided at all required exits. Exit signs shall be green in color (National City Municipal Code) and either self illuminating or electrical with a 90 minute back-up power.
- 4) Fire Hydrants shall not be blocked or obstructed.
- 5) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 6) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 7) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved California State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.** Fees can only be waived by the City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$353.00
501 – 600 sf -	\$394.00
601 – 700 sf -	\$515.00

Tents:

0 –200 sf -	\$300.00
201 – (+) sf -	\$600.00

- 8) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices.
- 9) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 10) Fire extinguishers to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. **All fire extinguisher to have a current State Fire Marshal Tag attached.**
- 11) Emergency generators and standby power systems shall be installed, tested, and maintained in accordance with NFPA 110 and NFPA 101, Standard for Emergency and Standby Power Systems.
- 12) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc. Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$200.00) dollars. Fee is to be paid to the Fire Department Administration offices under separate permit. **Fee is to be paid prior to event.**
- 13) No smoking signs to be posted.
- 14) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 15) Fees can only be waived by City Council.
- 16) **There shall be trained Crowd Managers or crowd manager/supervisors at a ratio of one crowd manager/supervisors for every 250 occupants, as approved in addition to the security. Please provide the current Crowd Manager certification to NCFD prior to the event.**

The following page(s) contain the backup material for Agenda Item: [Warrant Register #25 for the period of 12/11/19 through 12/17/19 in the amount of \\$1,651,594.37.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 4, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #25 for the period of 12/11/19 through 12/17/19 in the amount of \$1,651,594.37.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 12/11/19 - 12/17/19. 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>
Admisure Inc	457458	62,404.90	W/C Account Replenishment/Nov19
Public Emp Ret System	121220190	253,000.46	Service Period 11/19/19-12/02/19

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: 

FINANCE

APPROVED: _____

MIS

Warrant total \$1,651,694.37.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,651,694.37

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 25



**WARRANT REGISTER # 25
12/17/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
BROWDER, M	TRAINING REIM SOVEREIGN/BROWDER / PD	345532	12/17/19	380.83
DURAN, D	EDUCATIONAL REIMBURSEMENT	345533	12/17/19	1,947.00
INTERNATIONAL CODE COUNCIL	INTERNATIONAL CODE COUNCIL - BOOKS	345534	12/17/19	2,102.66
A&L TILE INC	TILE REPLACEMENT AT POLICE DEPARTMENT	345535	12/17/19	34,211.42
AIR POLLUTION CONTROL DISTRICT	APCD FEES CITY HALL	345536	12/17/19	892.00
ASSI SECURITY INC	CITY WIDE DOOR SECURITY SERVICES	345537	12/17/19	457.94
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	345538	12/17/19	246.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	345539	12/17/19	85.03
BAVENCOFF JR, D	TRAINING PARKING REIMBURSEMENT CATO BAVE	345540	12/17/19	50.00
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL - PW	345541	12/17/19	500.00
CEB	CA LAND USE PRACTICE UPDATE	345542	12/17/19	272.93
CIRCULATE SAN DIEGO	MOMENTOUS 2019 AWARDS / ENG	345543	12/17/19	120.00
CLEAN HARBORS ENVIRONMENTAL	HAZARDOUS WASTE PICK UP / ENG	345544	12/17/19	964.13
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	345545	12/17/19	342.84
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS - CHLORINE & ACID TABLETS / PW	345546	12/17/19	773.66
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	345547	12/17/19	8,800.80
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	345548	12/17/19	4,171.91
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2020	345549	12/17/19	634.16
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY20.	345550	12/17/19	2,939.63
DELGADO, E	A KIMBALL HOLIDAY DECORATION / CSD	345551	12/17/19	196.89
D-MAX ENGINEERING INC	T&A90222 2238 E. 6TH ST. SENIOR APTS.	345552	12/17/19	620.00
GOVCONNECTION INC	LG 55" UU340C 4K ULTRA LED LCD	345553	12/17/19	1,853.88
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	345554	12/17/19	116.15
KRONOS INC	KRONOS WORKFORCE TELESTAFF IVR	345556	12/17/19	67.61
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 EQUIPMENT SUPPLIES AND REPAIR	345557	12/17/19	130.83
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR	345558	12/17/19	224.39
MEEKS, J	TRAINING REIMBURSEMENT / PD	345559	12/17/19	68.00
MINUTEMAN PRESS	MOP 45688. PRINTING MATERIALS / FINANCE	345560	12/17/19	293.43
MOSSY NISSAN	MOP 80703 AUTO SUPPLIES - PW	345561	12/17/19	516.51
MTS	FLAGGING SERVICES FOR FY20 / NSD	345562	12/17/19	269.21
NATIONAL CITY AUTO TRIM	R&M CITY VEHICLES AS NEEDED FY 2020	345563	12/17/19	238.13
NATIONAL CITY CAR WASH	CAR WASH SERVICES FOR CITY FLEET FY 2020	345564	12/17/19	415.00
NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	345565	12/17/19	750.00
NV5 INC	T&A90222 2238 E. 6TH ST SENIOR APTS	345566	12/17/19	880.00
OFFICE SOLUTIONS BUSINESS	MOP 83778. OFFICE SUPPLIES / FINANCE	345567	12/17/19	915.46
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	345568	12/17/19	297.00
PERRY FORD	R&M CITY VEHICLES FOR FY 2020	345569	12/17/19	733.35
PLASCENCIA, M	MILEAGE REIMBURSEMENT	345570	12/17/19	373.46
POWERSTRIDE BATTERY CO INC	MOP 67839 ELECTRIC SUPPLIES - PW	345571	12/17/19	91.05
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	345572	12/17/19	228.83
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	345573	12/17/19	770.96
PTS	PAYPHONE SERVICES / MIS	345574	12/17/19	95.24
RIVERSIDE COUNTY SHERIFF DEPT	TRAINING TUITION DISPATCH SILVIA	345575	12/17/19	389.00
RON TURLEY ASSOCIATES INC	RTA ANNUAL MAINTENANCE RENEWAL	345576	12/17/19	3,654.38
SAN DIEGO COUNTY ASSESSOR	COUNTY ASSESSOR RECORDS / NSD	345577	12/17/19	8.00
SASI	TRUST ACCOUNTING / DEBIT CARD CHARGES	345578	12/17/19	46.00
SDG&E	GAS AND ELECTRIC UTILITIES / PW	345579	12/17/19	33,361.00
SMART SOURCE OF CALIFORNIA LLC	MOP 63845. #9 ENVELOPES / BUSINESS LICENSE	345580	12/17/19	417.60



**WARRANT REGISTER # 25
12/17/2019**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	345581	12/17/19	563.66
SPOK INC	METROCALL PAGING FOR FY20	345582	12/17/19	660.42
STAPLES BUSINESS ADVANTAGE	MOP / OFFICE SUPPLIES / PD	345583	12/17/19	92.31
SUPERIOR READY MIX	ASPHALT, TACK 3/8 SHEET FY 2020	345584	12/17/19	247.18
SWEETWATER AUTHORITY	WATER CHARGES, FIRE STATION	345585	12/17/19	22,355.12
T MAN TRAFFIC SUPPLY	MOP 76666 GENERAL SUPPLIES - PW	345586	12/17/19	487.83
TELECOM LAW FIRM P C	PROFESSIONAL SERVICES/CAO/2019	345587	12/17/19	876.00
TERMINIX INTERNATIONAL	CITY OWNED FACILITIES ONGOING PEST CONTROL	345588	12/17/19	2,120.00
THE FITNESS ARMONY INC	WALL BALLS / PD	345589	12/17/19	213.11
THE STAR NEWS	ADVERTISING NOTICES JUL 19, 2019	345590	12/17/19	69.19
TICZON ACUPUNCTURE CLINIC	REFUND FOR OVERPAYMENT OF BUSINESS TAX	345591	12/17/19	138.00
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES - PW	345592	12/17/19	101.22
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2020	345593	12/17/19	154.46
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	345594	12/17/19	1,113.21
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY20	345595	12/17/19	268.69
VISTA PAINT	MOP 68834 GENERAL SUPPLIES - PW	345596	12/17/19	1,943.48
WEST COAST ARBORISTS INC	TREE PRUNING, TRIMMING & REMOVAL	345597	12/17/19	3,360.00
WETMORES	MOP 80333 AUTO SUPPLIES - PW	345598	12/17/19	367.36
WILLY'S ELECTRONIC SUPPLY	WILLYS ELECTRONICS MOP FY20	345599	12/17/19	187.77
CASTRO, MOISES	CONSTRUCTION & DEMOLITION DEPOSIT REFUND	345600	12/17/19	154.86

A/P Total 143,388.17

WIRED PAYMENTS

ADMINSURE INC	W/C ACCOUNT REPLENISHMENT NOV 2019	457458	12/12/19	62,404.90
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET NOVEMBER 2019	457461	12/12/19	33,511.45
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SERVICES BASE FEE DECEMBER	737396	12/13/19	532.40
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 11/19/19 - 12/02/19	121220190	12/12/19	253,000.46

SECTION 8 HAPS

Start Date	End Date	
12/11/2019	12/17/2019	14,884.00

PAYROLL

Pay period	Start Date	End Date	Check Date	
25	12/3/2019	12/16/2019	12/25/2019	1,143,872.99

GRAND TOTAL

\$ 1,651,594.37

CERTIFICATION

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



MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON,
CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

MONA RIOS, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 4TH OF FEBRUARY 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #26 for the period of 12/18/19 through 12/24/19 in the amount of \\$304,364.89. \(Finance\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: February 4, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #26 for the period of 12/18/19 through 12/24/19 in the amount of \$304,364.89.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 12/18/19 - 12/24/19. 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>
Public Emp Ret System	122020	254,364.89	PERS – Svcs Period 120319-121619

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED:  **FINANCE**

APPROVED: _____ **MIS**

Warrant total \$304,364.89.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Ratify warrants totaling \$304,364.89

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 26



WARRANT REGISTER # 26
12/24/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NO WARRANTS PROCESSED FOR THE WEEK OF 12/18/19 - 12/24/19				
A/P Total				0.00
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	PERS - SVC PERIOD 120319-121619	122020	12/20/19	254,364.89
STEWART TITLE OF CALIFORNIA	PURCHASE OF PROPERTY 140 W 18TH STREET	395271	12/20/19	50,000.00
GRAND TOTAL				<u>\$ 304,364.89</u>

CERTIFICATION

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



MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON,
CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

MONA RIOS, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 4TH OF FEBRUARY 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #27 for the period of 12/25/19 through 12/31/19 in the amount of \\$1,106,651.98.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 4, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #27 for the period of 12/25/19 through 12/31/19 in the amount of \$1,106,651.98.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 12/25/19 - 12/31/19. 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>
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No Warrants processed
for the week of 12/25/19 – 12/31/19

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: 

FINANCE

APPROVED: _____

MIS

Warrant total \$1,106,651.98.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,106,651.98

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 27



WARRANT REGISTER # 27
12/31/2019

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
	NO WARRANTS PROCESSED FOR THE WEEK OF 12/25/19 - 12/31/19			
			A/P Total	0.00
PAYROLL				
Pay period	Start Date	End Date	Check Date	
1	12/17/2019	12/30/2019	1/8/2020	1,106,651.98
		GRAND TOTAL		<u>\$ 1,106,651.98</u>

CERTIFICATION

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



MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON,
CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR-CHAIRWOMAN

MONA RIOS, VICE-MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 4TH OF FEBRUARY 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of stop control signs for five T intersections within the neighborhood bounded by East 1st Street to the north, East 7th Street to the south, "D" Avenue to the east and National City Boulevard to the west. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 4, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of stop control signs for five "T" intersections within the neighborhood bounded by E. 1st Street to the north, E. 7th Street to the south, "D" Avenue to the east and National City Boulevard to the west.

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4360

APPROVED BY: 

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the installation of stop control signs for five "T" intersections within the neighborhood bounded by E. 1st St. to the north, E. 7th St. to the south, "D" Avenue to the east and National City Blvd to the west.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on November 13, 2019, the Traffic Safety Committee approved staff's recommendation to install stop control signs for five "T" intersections.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on November 13, 2019 (TSC No. 2019-15)
3. Resolution

EXPLANATION

Several area residents have requested the installation of Yield or Stop control signs at several "T" intersections within the neighborhood bounded by E. 1st Street to the north, E. 7th Street to the south, D Avenue to the east and National City Blvd to the west, in order to enhance safety at the intersection.

Staff visited the site and confirmed the following "T" intersections delineated by the area described above:

- E. 1st Street and "B" Avenue;
- E. 2nd Street and "A" Avenue;
- E. 3rd Street and "A" Avenue;
- E. 5th Street and "C" Avenue;
- E. 6th Street and "A" Avenue.

Staff also confirmed that all of these intersections do not have signed or marked control. It should also be noted that the "T" intersections are located in a residential area where the streets are 2-lane local roadways with parking on both sides of the street and a posted speed limit of 25 mph.

Staff recommends the installation of a Stop Control sign at all of the "T" intersections delineated by the area described above since vehicles traveling on the minor streets must make a complete stop before attempting to enter onto the major streets that have the right of way.

Staff also reviewed the traffic collision history for these intersections, which confirmed there were no "reported" traffic collisions within the past four years.

This item was presented to the Traffic Safety Committee on November 13, 2019. Staff sent notices to area residents inviting them to attend the Traffic Safety Committee Meeting and/or contact staff with any questions. Mr. Bradley Bong was in attendance to speak in support of the item.

After the discussion, the Traffic Safety Committee approved staff's recommendation for the following traffic safety enhancements in the neighborhood bounded by E. 1st Street to the north, E. 7th Street to the south, D Avenue to the east and National City Blvd to the west:

1. Install one Stop control sign on "B" Avenue on the south side of E. 1st Street;
2. Install one Stop control sign on "A" Avenue on the south side of E. 2nd Street;
3. Install one Stop control sign on "A" Avenue on the north side of E. 3rd Street;
4. Install one Stop control sign on "C" Avenue on the south side of E. 5th Street;
5. Install one Stop control sign on "A" Avenue on the south side of E. 6th Street;
6. Install 25 feet of red curb "No Parking" on "B" Avenue on the south side of E. 1st Street. This will result in the loss of one (1) on-street parallel parking space;

7. Install 25 feet of red curb "No Parking" on "A" Avenue on the south side of E. 2nd Street. This will result in the loss of one (1) on-street angle parking space;
8. Install 25 feet of red curb "No Parking" on "A" Avenue on the north side of E. 3rd Street. This will result in the loss of one (1) on-street parallel parking space;
9. Install 25 feet of red curb "No Parking" on "C" Avenue on the south side of E. 5th Street. This will result in the loss of one (1) on-street parallel parking space;
10. Install 50 feet of double-yellow centerline on B" Avenue on the south side of E. 1st Street;
11. Install 50 feet of double-yellow centerline on "A" Avenue on the south side of E. 2nd Street;
12. Install 50 feet of double-yellow centerline on "A" Avenue on the north side of E. 3rd Street;
13. Install 50 feet of double-yellow centerline on "C" Avenue on the south side of E. 5th Street;
14. Install 50 feet of double-yellow centerline on "A" Avenue on the south side of E. 6th Street;

Installation of red curb "No Parking" to prevent vehicles from obstructing visibility of the Stop signs and centerline striping for alignment are typical traffic engineering safety measures for implementation of Stop sign control.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2019-15)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR NOVEMBER 13, 2019**

ITEM NO. 2019-15

ITEM TITLE: REQUEST TO INSTALL STOP CONTROL SIGNS FOR FIVE "T" INTERSECTIONS WITHIN THE NEIGHBORHOOD BOUNDED BY E. 1ST STREET TO THE NORTH, E. 7TH STREET TO THE SOUTH, D AVENUE TO THE EAST AND NATIONAL CITY BLVD TO THE WEST

PREPARED BY: Luca Zappiello, Assistant Engineer - Civil Engineering & Public Works Department

DISCUSSION:

Several area residents have requested the installation of Yield or Stop control signs at several "T" intersections within the neighborhood bounded by E. 1st Street to the north, E. 7th Street to the south, D Avenue to the east and National City Blvd to the west, in order to enhance safety at the intersection.

Staff visited the site and confirmed the following "T" intersections delineated by the area described above:

- E. 1st Street and "B" Avenue;
- E. 2nd Street and "A" Avenue;
- E. 3rd Street and "A" Avenue;
- E. 5th Street and "C" Avenue;
- E. 6th Street and "A" Avenue.

Staff also confirmed that all of these intersections do not have signed or marked control. It should also be noted that the "T" intersections are located in a residential area where the streets are 2-lane local roadways with parking on both sides of the street and a posted speed limit of 25 mph.

Staff recommends the installation of a Stop Control sign at all of the "T" intersections delineated by the area described above since vehicles traveling on the minor streets must make a complete stop before attempting to enter onto the major streets that have the right of way.

Staff also reviewed the traffic collision history for these intersections, which confirmed there were no "reported" traffic collisions within the past four years.

STAFF RECOMMENDATION:

Staff recommends the following traffic safety enhancements for the neighborhood bounded by E. 1st Street to the north, E. 7th Street to the south, D Avenue to the east and National City Blvd to the west:

1. Install one Stop control sign on "B" Avenue on the south side of E. 1st Street;
2. Install one Stop control sign on "A" Avenue on the south side of E. 2nd Street;
3. Install one Stop control sign on "A" Avenue on the north side of E. 3rd Street;
4. Install one Stop control sign on "C" Avenue on the south side of E. 5th Street;
5. Install one Stop control sign on "A" Avenue on the south side of E. 6th Street;
6. Install 25 feet of red curb "No Parking" on "B" Avenue on the south side of E. 1st Street. This will result in the loss of one (1) on-street parallel parking space;
7. Install 25 feet of red curb "No Parking" on "A" Avenue on the south side of E. 2nd Street. This will result in the loss of one (1) on-street angle parking space;
8. Install 25 feet of red curb "No Parking" on "A" Avenue on the north side of E. 3rd Street. This will result in the loss of one (1) on-street parallel parking space;
9. Install 25 feet of red curb "No Parking" on "C" Avenue on the south side of E. 5th Street. This will result in the loss of one (1) on-street parallel parking space;
10. Install 50 feet of double-yellow centerline on "B" Avenue on the south side of E. 1st Street;
11. Install 50 feet of double-yellow centerline on "A" Avenue on the south side of E. 2nd Street;
12. Install 50 feet of double-yellow centerline on "A" Avenue on the north side of E. 3rd Street;
13. Install 50 feet of double-yellow centerline on "C" Avenue on the south side of E. 5th Street;
14. Install 50 feet of double-yellow centerline on "A" Avenue on the south side of E. 6th Street;

EXHIBITS:

1. Public Request;
2. Public Notice;
3. Location Map;
4. Photos.

2019-15



PUBLIC REQUEST FORM

Contact Information

Name: Various area residents

Address: _____

Phone: _____ Email: _____

Request Information

Location: _____

Request: Several area residents have requested the installation of Yield or Stop control signs at several "T" intersections within the neighborhood bounded by E. 1st Street to the north, E. 7th Street to the south, D Avenue to the east and National City Blvd to the west in order to enhance safety at the intersection.

Attachments: ☐ Yes ☒ No Description: _____

Internal Use Only:

Request Received By: Luca Zappiello Date: August 14, 2019

Received via: ☐ Counter/In-Person ☐ Telephone ☐ Email ☐ Fax ☐ Referral: _____

Assigned To: Luca Zappiello

Notes: _____



November 7, 2019

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2019-15

**REQUEST TO INSTALL STOP CONTROL SIGNS FOR FIVE "T"
INTERSECTIONS WITHIN THE NEIGHBORHOOD BOUNDED BY E. 1ST STREET
TO THE NORTH, E. 7TH STREET TO THE SOUTH, D AVENUE TO THE EAST
AND NATIONAL CITY BLVD TO THE WEST**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, November 13, 2019, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliance. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access to the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2019-15.

Sincerely,

Stephen Manganiello
City Engineer

SM:lz

2019-15

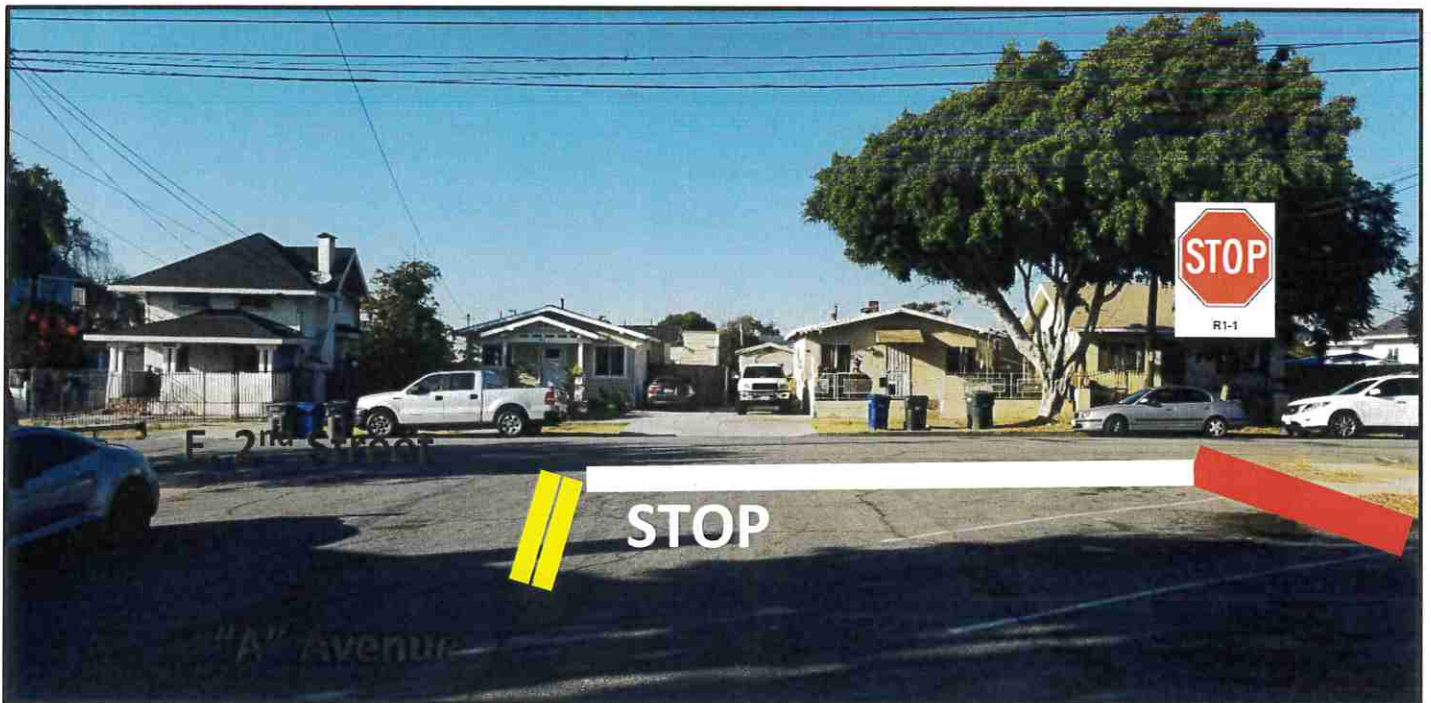
1234 National City Boulevard, National City, CA 91950-6530
(619) 336-4380 Fax (619) 336-4397 engineering@nationalcityca.gov

Location Map with Recommended Enhancements (TSC Item: 2019-15)





Request to install Stop Control sign on "B" Avenue on the south side of E 1st Street (looking north)



Request to install Stop Control sign on "A" Avenue on the south side of E 2nd Street (looking north)



Request to install Stop Control sign on "A" Avenue on the north side of E 3rd Street (looking south)



Request to install Stop Control sign on "C" Avenue on the south side of E 5th Street (looking north)



Request to install Stop Control sign on "A" Avenue on the south side of E 6th Street (looking north)

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF STOP CONTROL SIGNS FOR FIVE “T” INTERSECTIONS WITHIN THE NEIGHBORHOOD BOUNDED BY EAST 1ST STREET TO THE NORTH, EAST 7TH STREET TO THE SOUTH, “D” AVENUE TO THE EAST AND NATIONAL CITY BOULEVARD TO THE WEST

WHEREAS, several area residents have requested the installation of Yield or Stop control signs at several “T” intersections within the neighborhood bounded by East 1st Street to the north, East 7th Street to the south, D Avenue to the east and National City Boulevard to the west, in order to enhance safety at the intersection; and

WHEREAS, staff visited the sites and confirmed the following “T” intersections delineated by the area described above:

- East 1st Street and “B” Avenue;
- East 2nd Street and “A” Avenue;
- East 3rd Street and “A” Avenue;
- East 5th Street and “C” Avenue;
- East 6th Street and “A” Avenue.

WHEREAS, staff confirmed that all of intersections noted above do not have signed or marked control, the “T” intersections are located in a residential area where the streets are 2-lane local roadways with parking on both sides of the street and a posted speed limit of 25 mph; and

WHEREAS, staff also reviewed the traffic collision history for these intersections, which confirmed there were no “reported” traffic collisions within the past four years); and

WHEREAS, staff recommends the installation of a Stop Control sign at all of the “T” intersections delineated by the areas described above since vehicles traveling on the minor streets must make a complete stop before attempting to enter onto the major streets that have the right of way; and

WHEREAS, on November 13, 2019, the Traffic Safety Committee approved staff’s recommendation for the installation of traffic safety enhancements in the neighborhood bounded by East 1st Street to the north, East 7th Street to the south, D Avenue to the east and National City Boulevard to the west.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of stop control signs for five “T” intersections within the neighborhood bounded by East 1st Street to the north, East 7th Street to the south, “D” Avenue to the east and National City Boulevard to the west as follows:

1. Install one Stop control sign on “B” Avenue on the south side of East 1st Street;
2. Install one Stop control sign on “A” Avenue on the south side of East 2nd Street;
3. Install one Stop control sign on “A” Avenue on the north side of East 3rd Street;
4. Install one Stop control sign on “C” Avenue on the south side of East 5th Street;
5. Install one Stop control sign on “A” Avenue on the south side of East 6th Street;

Resolution No. 2020
Page Two

6. Install 25 feet of red curb “No Parking” on “B” Avenue on the south side of East 1st Street, which will result in the loss of one (1) on-street parallel parking space;
7. Install 25 feet of red curb “No Parking” on “A” Avenue on the south side of East 2nd Street, which will result in the loss of one (1) on-street angle parking space;
8. Install 25 feet of red curb “No Parking” on “A” Avenue on the north side of East 3rd Street, which will result in the loss of one (1) on-street parallel parking space;
9. Install 25 feet of red curb “No Parking” on “C” Avenue on the south side of East 5th Street, which will result in the loss of one (1) on-street parallel parking space;
10. Install 50 feet of double-yellow centerline on “B” Avenue on the south side of East 1st Street;
11. Install 50 feet of double-yellow centerline on “A” Avenue on the south side of East 2nd Street;
12. Install 50 feet of double-yellow centerline on “A” Avenue on the north side of East 3rd Street;
13. Install 50 feet of double-yellow centerline on “C” Avenue on the south side of East 5th Street;
14. Install 50 feet of double-yellow centerline on “A” Avenue on the south side of East 6th Street.

PASSED and ADOPTED this 4th day of February, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City ratifying the temporary street closure of "B" Avenue between East 8th Street and East 9th Street for 18 months, effective January 27, 2020 through July 26, 2021, to facilitate construction of a 127-unit, mixed-use development located at 130 East 8th Street, managed by Protea National City, LLC. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: February 4, 2020

AGENDA ITEM NO.

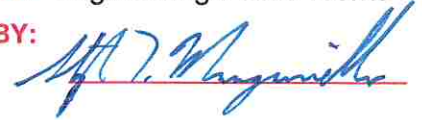
ITEM TITLE:

Resolution of the City Council of the City of National City ratifying the temporary street closure of "B" Avenue between E. 8th Street and E. 9th Street for 18 months, effective January 27, 2020 through July 26, 2021, to facilitate construction of a 127-unit, mixed-use development located at 130 E. 8th Street, managed by Protea National City, LLC.

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

PHONE: 619-336-4388

APPROVED BY:



EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt the Resolution ratifying the temporary street closure of "B" Avenue between E. 8th Street and E. 9th Street for 18 months, effective January 27, 2020 through July 26, 2021.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Location Map
3. Photos of existing conditions on "B" Avenue
4. Resolution

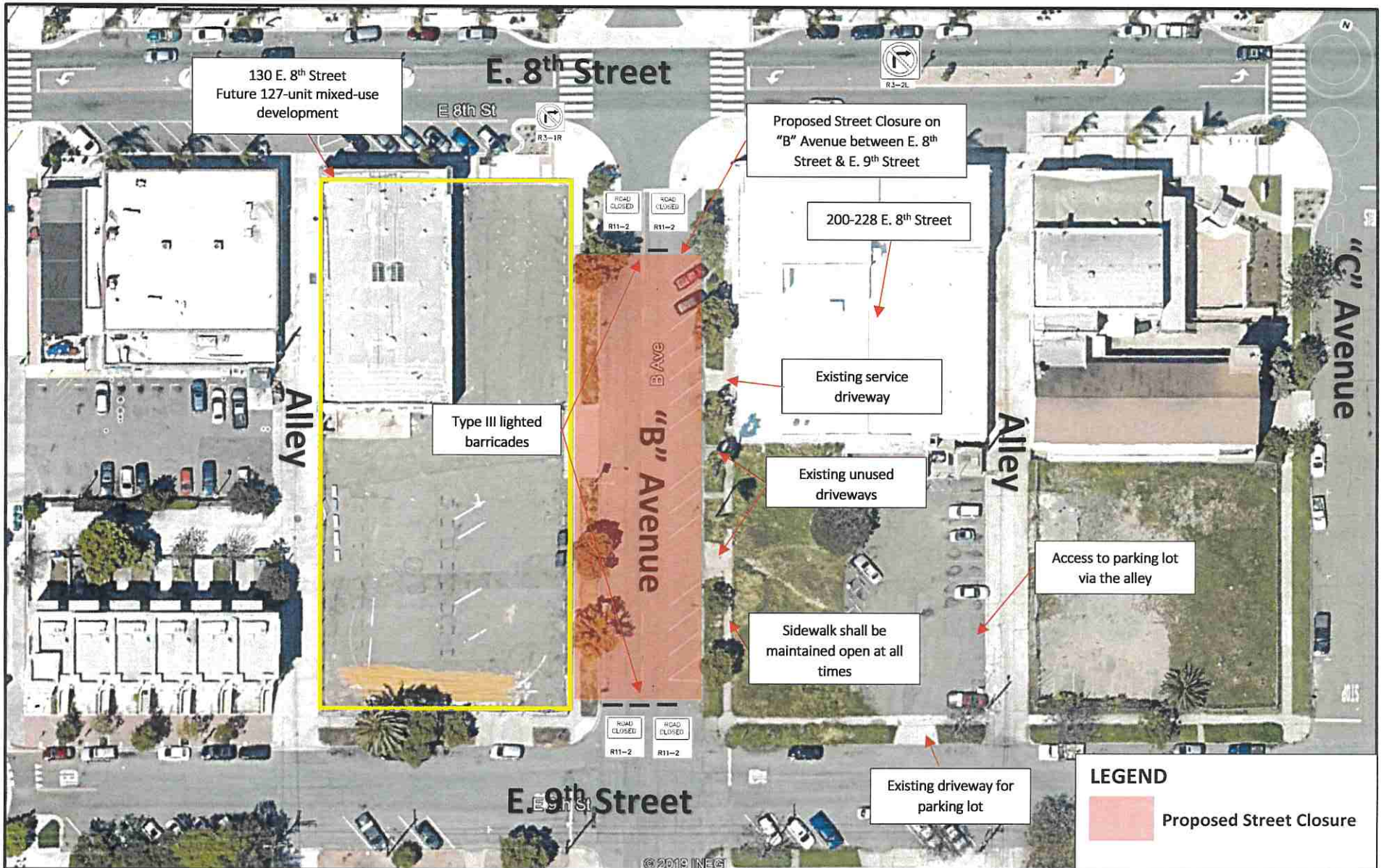
EXPLANATION

Andrew Malick, manager of Protea National City, LLC, has requested to temporarily close "B" Avenue between E. 8th Street and E. 9th Street for the next 18 months in order to facilitate the construction of a new mixed-use development located at 130 E. 8th Street. This development consists of 127 residential units, 6 commercial units, and 7 additional offices. "B" Avenue between E. 8th Street and E. 9th Street will be used by the project team as a staging area for construction, including placement of their temporary office trailer.

The Engineering & Public Works Department has issued a grading permit for the project and has approved the traffic control plans, which include the temporary street closure. "B" Avenue between E. 8th Street and E. 9th Street is a low volume local street with parking on both sides. Parking demand is relatively low for this block since the only active land use is the property located on the southeast corner of E. 8th Street and "B" Avenue, listed as 200-228 E. 8th Street. Protea National City, LLC has obtained a letter from the property owner at 200-228 E. 8th Street supporting the temporary closure of "B" Avenue. Please refer to the attached letter from the property owner. The property located at 200-228 E. 8th Street has existing access to their parking lot from E. 9th Street and from the adjacent alley, which runs north-south between E. 8th Street and E. 9th Street. The sidewalk along the east side of "B" Avenue will remain open to the public.

Since the National City Municipal Code does not specifically address temporary street closures to accommodate private development construction, staff is requesting that City Council ratify the closure. The approved traffic control plan requires the contractor to repair any damage to the street or public right of way due to construction activities, to the satisfaction of the City Engineer. On January 23, 2020, staff held a pre-construction meeting with the contractor on-site and took photos of existing conditions of "B" Avenue between E. 8th Street and E. 9th Street (see attached location map with existing conditions photos).

Location Map for proposed street closure on "B" Avenue





Existing conditions on "B" Avenue - Corner of "B" Avenue and E. 9th Street (looking west)



Existing conditions on "B" Avenue (looking north)



Existing conditions on "B" Avenue (looking north)



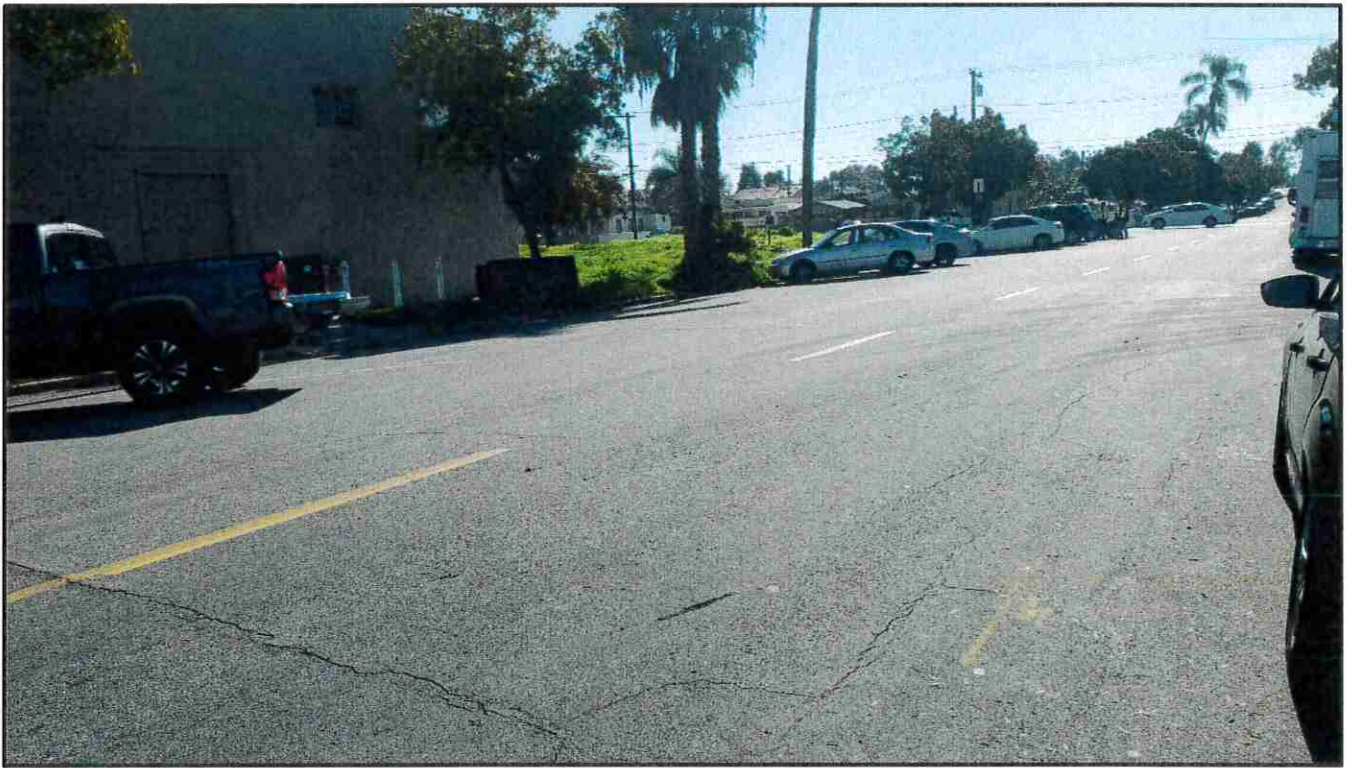
Existing conditions on "B" Avenue (looking north)



Existing conditions on "B" Avenue (looking south)



Existing conditions on "B" Avenue (looking south)



Existing conditions on "B" Avenue (looking south)

CHRIS MEINTS
MEINTS INTERVIVOS TRUST

200-228 E 8th Street, National City, CA 91950 |

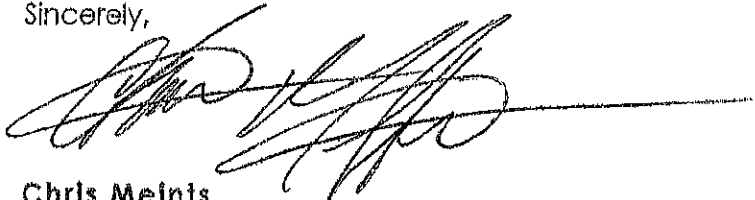
1/21/20

Cruz Ruelas-Avilla
Civil Engineering Technician
Engineering & Public Works National City
1243 National City Blvd
National City, CA 91950

Dear Cruz Ruelas-Avilla:

I am the property owner that owns 200-228 E 8th Street, the building that contains the appliance parts business. I am writing this letter in support of the idea of closing B Street between 8th and 9th Street in downtown National City. The property owner at 130 E 8th Street has requested this be closed for 18 months for the purpose of coordinating their construction activities. They asked me to write this letter in support of these efforts. Please contact me if you have any questions.

Sincerely,



Chris Meints
Meints Intervivos Trust

RECEIVED
ENG & PW DEPT.

2020 JAN 21 P 2:51

CITY OF NATIONAL CITY

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
RATIFYING THE TEMPORARY STREET CLOSURE OF “B” AVENUE BETWEEN
EAST 8TH STREET AND EAST 9TH STREET FOR 18 MONTHS, EFFECTIVE
JANUARY 27, 2020 THROUGH JULY 26, 2021, TO FACILITATE CONSTRUCTION
OF A 127-UNIT, MIXED-USE DEVELOPMENT LOCATED AT 130 EAST 8TH STREET,
MANAGED BY PROTEA NATIONAL CITY, LLC**

WHEREAS, Andrew Malick, manager of Protea National City, LLC, has requested to temporarily close “B” Avenue between East 8th Street and East 9th Street for the next 18 months in order to facilitate the construction of a new mixed-use development located at 130 East 8th Street; and

WHEREAS, the development consists of 127 residential units, 6 commercial units, and 7 additional offices; and

WHEREAS, “B” Avenue between East 8th Street and East 9th Street will be used by the project team as a staging area for construction, including placement of their temporary office trailer; and

WHEREAS, the Engineering & Public Works Department has issued a grading permit for the project and has approved the traffic control plans, which include the temporary street closure; and

WHEREAS, the approved traffic control plan requires the contractor to repair any damage to the street or public right of way due to construction activities, to the satisfaction of the City Engineer; and

WHEREAS, “B” Avenue between East 8th Street and East 9th Street is a low volume local street with parking on both sides and low parking demand since the only active land use is the property located on the southeast corner of East 8th Street and “B” Avenue, listed as 200-228 East 8th Street; and

WHEREAS, Protea National City, LLC has obtained a letter from the property owner at 200-228 East 8th Street supporting the temporary closure of “B” Avenue; and

WHEREAS, the property located at 200-228 East 8th Street has existing access to their parking lot from East 9th Street and from the adjacent alley, which runs north-south between East 8th Street and East 9th Street; and

WHEREAS, the sidewalk along the east side of “B” Avenue will remain open to the public; and

WHEREAS, the National City Municipal Code does not specifically address temporary street closures to accommodate private development construction, therefore, staff is requesting City Council to ratify the closure.

///
///
///

**Resolution No. 2020 –
Page Two**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby ratifies the approval of a temporary street closure of “B” Avenue between East 8th Street and East 9th Street for 18 months, effective January 27, 2020 through July 26, 2021, to facilitate construction of a 127-unit, mixed-use development located at 130 East 8th Street, managed by Protea National City, LLC.

PASSED and ADOPTED this 4th day of February, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving an amendment to City Council Policy 603: Use of Volunteers by the City Council. \(City Manager\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: February 4, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving an amendment to City Council Policy 603: Use of Volunteers by the City Council.

PREPARED BY: Tony Winney, Assistant City Manager

DEPARTMENT: City Manager's Office

PHONE: 619-336-4240

APPROVED BY: 

EXPLANATION:

On February 6, 2020 the City Council directed staff to amend the existing City Council Policy 603 governing the use of volunteers by the City Council. The attached policy is reflective of the changes requested, allowing volunteers to wear name tags identifying them as "City Council Representatives" when attending meetings on behalf of the elected official. The City Manager's Office will develop an adopted standard regarding the appearance of the name badge. Name tags cannot be worn outside scheduled or assigned works hours, or at political events.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Adopt the resolution, approving the amendment of City Council Policy 603: Use of Volunteers by the City Council.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Existing City Council Policy #603: Use of Volunteers by the City Council
2. Redline version City Council Policy #603: Use of Volunteers by the City Council
3. Resolution of the City Council of the City of National City Approving the Amendment of City Council Policy 603: Use of Volunteers by the City Council

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Use of Volunteers by the City Council

POLICY #603

ADOPTED: February 6, 2018

AMENDED:

Purpose

Members of the City Council may require support in their efforts to stay abreast of local, state and federal legislative matters that may impact the City, attend community meetings with individuals and groups, receive and respond to constituent questions/concerns (both in person and in written communications), and serve on various boards and commissions. In addition to the administrative support provided by employees assigned to the City Council, individual members of the City Council may require additional periodic or on-going support which may be achieved through the use of volunteers. The duties performed by volunteers may vary dependent upon the knowledge, skills and abilities of the individual(s) and the needs of the Council office. The purpose of this policy is to establish guidelines for the use of volunteers by members of the City Council.

Definitions

City Council – the legislative body elected to govern the City of National City, comprised of the Mayor and City Councilmembers.

Confidential Materials - information that is classified, private, secret, or sensitive that is transmitted or provided to city councilmembers by, for or through the city attorney staff or city department, or city departmental staff, in the course of the confidential attorney-client relationship or confidential departmental communication. Confidential material includes any documents that are exempt from public disclosure under the Public Records Act, or documents/materials that are privileged, or are protected attorney work product, under the Brown Act, Evidence Code, Rules of Professional Responsibility or any state or federal statute, code, regulation or case.

Elected Official – for purposes of this policy, elected official refers to the Mayor and City Councilmembers.

Volunteer – an individual who is donating time to the City without monetary compensation for hours worked. Volunteers include unpaid student interns and students seeking community service hours in compliance with school district graduation requirements.

Policy

Elected Officials:

1. The decision to use volunteers shall be at the discretion of each individual elected official.

ADOPTED: February 6, 2018**AMENDED:**

2. The elected official has the sole responsibility for the selection of volunteers, the assignment of duties and the establishment of a work schedule.
3. Elected officials shall not assign a volunteer to represent them in meetings that require the presence of an appointed (an elected official serving as an appointed board member or commissioner) or elected official.

Volunteers:

1. Volunteers shall serve at the will of the elected official with no rights to permanent employment (either paid or unpaid); and with no rights to an appeal if the volunteer assignment is terminated by the elected.
2. In all communications representing the Council office, including those with City staff, community members, businesses or other agencies, volunteers shall only represent the interests and/or opinions of the elected official to whom he/or she reports. At no time shall a volunteer be granted the authority to represent the interest and/or opinions of the City Council as a body or the City as an agency.
3. Elected officials and City staff shall take reasonable precautions to ensure that volunteers do not have access to confidential materials.
4. Volunteers may not engage in political activities on City premises or using City equipment; or during periods of time when on duty as a volunteer. Volunteers are considered on duty during periods of an assigned work schedule or when otherwise asked by an elected official to work in the office or to attend an event on his/her behalf as their representative.

Procedures

The selection and use of volunteers by elected officials shall be subject to the general administrative guidelines established by the City Manager under Administrative Policies 04.09 and 04.13, Volunteers and Unpaid Interns; and Criminal History Checks, respectively, including but not limited to the preparation and submission of attendance logs for all volunteers.

Related Policy References

Administrative Policy 04.09 – Volunteers and Unpaid Interns
Administrative Policy 04.13 – Criminal History Checks

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Use of Volunteers by the City Council

POLICY #603

ADOPTED: February 6, 2018
February 4, 2020

AMENDED:

Purpose

Members of the City Council may require support in their efforts to stay abreast of local, state and federal legislative matters that may impact the City, attend community meetings with individuals and groups, receive and respond to constituent questions/concerns (both in person and in written communications), and serve on various boards and commissions. In addition to the administrative support provided by employees assigned to the City Council, individual members of the City Council may require additional periodic or on-going support which may be achieved through the use of volunteers. The duties performed by volunteers may vary dependent upon the knowledge, skills and abilities of the individual(s) and the needs of the Council office. The purpose of this policy is to establish guidelines for the use of volunteers by members of the City Council.

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Elected Official – for purposes of this policy, elected official refers to the Mayor and City Councilmembers.

Political Event - an organized event having as its primary purpose the exercise of expressive activities of a political nature, including but not limited to speech making, picketing, protesting, marching, demonstrating, or debating public issues or fundraising for political candidates.

Volunteer – an individual who is donating time to the City without monetary compensation for hours worked. Volunteers include unpaid student interns and students seeking community service hours in compliance with school district graduation requirements.

ADOPTED: February 6, 2018
February 4, 2020**AMENDED:**

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3. Elected officials and City staff shall take reasonable precautions to ensure that volunteers do not have access to confidential materials.
4. Volunteers may be given name tags to be worn when assigned to work in the community or when attending meetings on behalf of the elected official. All such name tags shall be in conformance with the City's adopted standard for such a name tag. Name tags shall not be worn by volunteers at times when they are not schedule or assigned to work in their volunteer capacity, or at political events.
5. Volunteers may not engage in political activities on City premises or using City equipment; or during periods of time when on duty as a volunteer. Volunteers are considered on duty during periods of an assigned work schedule or when otherwise asked by an elected official to work in the office or to attend an event on his/her behalf as their representative.

Procedures

The selection and use of volunteers by elected officials shall be subject to the general administrative guidelines established by the City Manager under Administrative Policies

TITLE: Use of Volunteers by the City Council

POLICY #603

ADOPTED: February 6, 2018

February 4, 2020

AMENDED:

04.09 and 04.13, Volunteers and Unpaid Interns; and Criminal History Checks, respectively, including but not limited to the preparation and submission of attendance logs for all volunteers.

Related Policy References

Administrative Policy 04.09 – Volunteers and Unpaid Interns

Administrative Policy 04.13 – Criminal History Checks

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Use of Volunteers by the City Council

POLICY #603

ADOPTED: February 6, 2018

AMENDED: February 4, 2020

Purpose

Members of the City Council may require support in their efforts to stay abreast of local, state and federal legislative matters that may impact the City, attend community meetings with individuals and groups, receive and respond to constituent questions/concerns (both in person and in written communications), and serve on various boards and commissions. In addition to the administrative support provided by employees assigned to the City Council, individual members of the City Council may require additional periodic or on-going support which may be achieved through the use of volunteers. The duties performed by volunteers may vary dependent upon the knowledge, skills and abilities of the individual(s) and the needs of the Council office. The purpose of this policy is to establish guidelines for the use of volunteers by members of the City Council.

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5. Volunteers may not engage in political activities on City premises or using City equipment; or during periods of time when on duty as a volunteer. Volunteers are considered on duty during periods of an assigned work schedule or when otherwise asked by an elected official to work in the office or to attend an event on his/her behalf as their representative.

Procedures

The selection and use of volunteers by elected officials shall be subject to the general administrative guidelines established by the City Manager under Administrative Policies 04.09 and 04.13, Volunteers and Unpaid Interns; and Criminal History Checks, respectively, including but not limited to the preparation and submission of attendance logs for all volunteers.

TITLE: Use of Volunteers by the City Council

POLICY #603

ADOPTED: February 6, 2018

AMENDED: February 4, 2020

Related Policy References

Administrative Policy 04.09 – Volunteers and Unpaid Interns

Administrative Policy 04.13 – Criminal History Checks

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING AN AMENDMENT TO CITY COUNCIL POLICY 603, "USE OF
VOLUNTEERS BY THE CITY COUNCIL"**

BE IT RESOLVED by the City Council of the City of National City that City Council Policy No. 603, entitled "Use of Volunteers by the City Council" is amended as recommended by the Assistant City Manager.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the amended Policy marked hereto as Attachment "A" and by reference incorporated herein.

PASSED and ADOPTED this 4th day of February, 2020

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Use of Volunteers by the City Council	POLICY #603
ADOPTED: February 6, 2018	AMENDED: February 4, 2020

Purpose

Members of the City Council may require support in their efforts to stay abreast of local, state and federal legislative matters that may impact the City, attend community meetings with individuals and groups, receive and respond to constituent questions/concerns (both in person and in written communications), and serve on various boards and commissions. In addition to the administrative support provided by employees assigned to the City Council, individual members of the City Council may require additional periodic or on-going support which may be achieved through the use of volunteers. The duties performed by volunteers may vary dependent upon the knowledge, skills and abilities of the individual(s) and the needs of the Council office. The purpose of this policy is to establish guidelines for the use of volunteers by members of the City Council.

Definitions

City Council – the legislative body elected to govern the City of National City, comprised of the Mayor and City Councilmembers.

Confidential Materials - information that is classified, private, secret, or sensitive that is transmitted or provided to city councilmembers by, for or through the city attorney staff or city department, or city departmental staff, in the course of the confidential attorney-client relationship or confidential departmental communication. Confidential material includes any documents that are exempt from public disclosure under the Public Records Act, or documents/materials that are privileged, or are protected attorney work product, under the Brown Act, Evidence Code, Rules of Professional Responsibility or any state or federal statute, code, regulation or case.

Elected Official – for purposes of this policy, elected official refers to the Mayor and City Councilmembers.

Political Event - an organized event having as its primary purpose the exercise of expressive activities of a political nature, including but not limited to speech making, picketing, protesting, marching, demonstrating, or debating public issues or fundraising for political candidates.

Volunteer – an individual who is donating time to the City without monetary compensation for hours worked. Volunteers include unpaid student interns and students seeking community service hours in compliance with school district graduation requirements.

Policy

Elected Officials:

1. The decision to use volunteers shall be at the discretion of each individual elected official.
2. The elected official has the sole responsibility for the selection of volunteers, the assignment of duties and the establishment of a work schedule.
3. Elected officials shall not assign a volunteer to represent them in meetings that require the presence of an appointed (an elected official serving as an appointed board member or commissioner) or elected official.

Volunteers:

1. Volunteers shall serve at the will of the elected official with no rights to permanent employment (either paid or unpaid); and with no rights to an appeal if the volunteer assignment is terminated by the elected.
2. In all communications representing the Council office, including those with City staff, community members, businesses or other agencies, volunteers shall only represent the interests and/or opinions of the elected official to whom he/or she reports. At no time shall a volunteer be granted the authority to represent the interest and/or opinions of the City Council as a body or the City as an agency.
3. Elected officials and City staff shall take reasonable precautions to ensure that volunteers do not have access to confidential materials.
4. Volunteers may be given name tags to be worn when assigned to work in the community or when attending meetings on behalf of the elected official. All such name tags shall be in conformance with the City's adopted standard for such a name tag. Name tags shall not be worn by volunteers at times when they are not schedule or assigned to work in their volunteer capacity, or at political events.
5. Volunteers may not engage in political activities on City premises or using City equipment; or during periods of time when on duty as a volunteer. Volunteers are considered on duty during periods of an assigned work schedule or when otherwise asked by an elected official to work in the office or to attend an event on his/her behalf as their representative.

Procedures

The selection and use of volunteers by elected officials shall be subject to the general administrative guidelines established by the City Manager under Administrative Policies 04.09 and 04.13, Volunteers and Unpaid Interns; and Criminal History Checks, respectively, including but not limited to the preparation and submission of attendance logs for all volunteers.

TITLE: Use of Volunteers by the City Council	POLICY #603
ADOPTED: February 6, 2018	AMENDED: February 4, 2020

Related Policy References

Administrative Policy 04.09 – Volunteers and Unpaid Interns
Administrative Policy 04.13 – Criminal History Checks

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the City Manager to execute an application to the California Department of Housing and Community Development Affordable Housing and Sustainable Communities Program as Co-Applicant with the Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County, Inc. \(MAAC Project\), a 501\(c\)3 non-profit organization, and MirKa Investments, LLC, a California Limited Liability Company, for \(1\) \\$20,000,000 to fund the development of a 400-unit mixed-income affordable housing project at 233 Roosevelt Avenue in National City; and \(2\) \\$10,000,000 to fund transportation infrastructure or transit-related amenities or programs for the City of National City in the vicinity of the proposed housing project. \(Housing Authority\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: February 4, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the City Manager to execute an application to the California Department of Housing and Community Development Affordable Housing and Sustainable Communities Program as Co-Applicant with the Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County, Inc. (MAAC Project), a 501(c)3 non-profit organization, and MirKa Investments, LLC, a California Limited Liability Company, for (1) \$20,000,000 to fund the development of a 400-unit mixed-income affordable housing project at 233 Roosevelt Avenue in National City and; (2) \$10,000,000 to fund transportation infrastructure or transit-related amenities or programs for the City of National City in the vicinity of the proposed housing project.

PREPARED BY: Carlos Aguirre, Director

DEPARTMENT: Housing Authority

PHONE: (619) 336-4391

APPROVED BY:

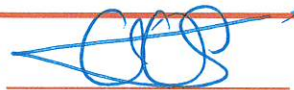


EXPLANATION:

See Attachment No. 1 and 2.

FINANCIAL STATEMENT:

APPROVED:



Finance

ACCOUNT NO. To be determined if funds are awarded.

APPROVED:

MIS

The grant application has no immediate financial impact to the City and there is no commitment for additional National City Housing Authority funds to subsidize the proposed housing project. If awarded, \$10,000,000 would fund City transportation projects or transit projects/programs in the vicinity of the housing project.

ENVIRONMENTAL REVIEW:

The grant application is not considered a "Project" under section 15378 of the California Environmental Quality Act ("CEQA"), and therefore is not subject to environmental review.

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

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to the adoption of the Resolution.

ATTACHMENTS:

1. Explanation
2. Proposed Housing Project Description
3. Resolution

City of National City
December 3, 2019
Staff Report Explanation

Background:

The State of California, the Strategic Growth Council ("SGC") and the Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated November 1, 2019 under the Affordable Housing and Sustainable Communities ("AHSC") Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200. The AHSC Program provides grants and loans to applicants identified through a competitive process for the development of projects that, per the AHSC Program Guidelines ("Program Guidelines"), will achieve greenhouse gas reductions and benefit disadvantaged communities through increased accessibility to affordable housing, employment centers and key destinations via low-carbon transportation.

The SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, the Program Guidelines dated October 31, 2019 and amended on December 9, 2019, an application package released by the Department for the AHSC Program ("Application Package"), and an AHSC standard agreement with the State of California ("Standard Agreement"). The Department is authorized to administer the approved funding allocations of the AHSC Program. More information on the AHSC Program can be found on the Department's website at:

<https://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml>.

Proposed AHSC Application:

The Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County, Inc. (MAAC Project) and MirKa Investments, LLC, a California limited liability company, (jointly as "Developer") have requested that the City of National City ("City") be a Co-Applicant to secure \$20,000,000 of AHSC funding for a 400-unit mixed income affordable housing project located at 233 Roosevelt Avenue in National City ("Project") and \$10,000,000 in AHSC grant funding for transportation and transit-related capital improvements or programs for the City of National City in the vicinity of the Project.

The funds directly granted to the City would complement the two Active Transportation Grants that have already been awarded for 8th Street and Roosevelt Avenue. The City has been awarded \$2,080,000 from the SANDAG Transnet Smart Growth Incentive Program for the Roosevelt Avenue Corridor Smart Growth Revitalization Plan. The City has also been awarded \$5,185,000 for the 8th Street and Roosevelt Avenue Active Transportation Corridor from the California Department of Transportation. The transportation and transit-related funding provided by AHSC to the City could fund additional street, bicycle, and pedestrian improvements along National City Boulevard and further multi-modal connectivity with transportation hubs such as the 8th Street Trolley Station.

In the proposed AHSC application, the Developer intends to leverage the Active Transportation Grants as local support to the Project to be competitive for AHSC funding. There is no commitment for additional National City Housing Authority funds to subsidize the Project. If AHSC funding is awarded to the Project, the Developer has expressed that they would be positioned to secure all other sources of funding needed to finance the Project without requesting any additional financial support from the Housing Authority. In October 2019, the Project was determined to be consistent with the Downtown Specific Plan as a conforming ministerial (Level 1) project by the City. Attachment No. 2 that follows provides a summary of the proposed Project and a matrix of income levels targeted.



233 ROOSEVELT NATIONAL CITY

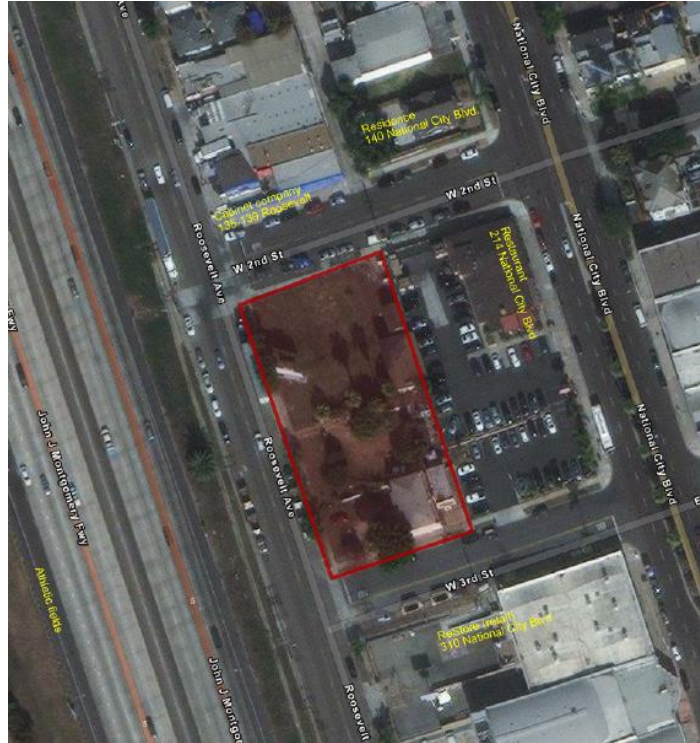
Project

233 Roosevelt is a proposed workforce multi-housing mixed-use residential development in National City. For commuters, it is ideally located across from Interstate 5 and major employment, education, and shopping and dining centers.

233 Roosevelt will be 400-unit newly built mixed income affordable studio, one-, two-, and three-bedroom apartments. The site is currently vested with MAAC, Inc., a 501(c)(3) nonprofit corporation.

Property Description

The project is sited on the western portion of the block off Roosevelt Ave. between east 2nd street and east 3rd street in National city, California. The site is 31,265 sf. The Development will include 2 levels of underground parking and 1 partial level of on-grade parking. Along Roosevelt Ave., we envision on-grade parking located behind ground level residential lobby, leasing offices, amenity and support spaces. A 6,000 - 8,000 sq.ft. preschool facility is proposed on level 2. Resident amenities to potential include fitness room, co-workspace, multi-purpose rooms and sky lounge.



Proposed Workforce Mixed-Income Rent Matrix

Rent:	Restriction	%AMI	Units	Square Feet/Unit	Total Sq. Ft.	Gross Rents	Utility Allowance	Monthly Net Rent	Annual Rent
0BR/1BA	LIHTC	60%	93	300	27,900	\$ 1,123	\$ 26	\$ 1,097	\$ 1,224,252
0BR/1BA	LIHTC	50%	0	300	0	\$ 936	\$ 26	\$ 910	\$ -
1BR/1BA	LIHTC	80%	40	440	17,600	\$ 1,605	\$ 37	\$ 1,568	\$ 752,640
1BR/1BA	LIHTC	60%	121	440	53,240	\$ 1,203	\$ 37	\$ 1,166	\$ 1,693,032
1BR/1BA	LIHTC	40%	0	440	0	\$ 802	\$ 37	\$ 765	\$ -
2BR/1BA	LIHTC	80%	11	700	7,700	\$ 1,926	\$ 47	\$ 1,879	\$ 248,028
2BR/1BA	LIHTC	60%	29	700	20,300	\$ 1,444	\$ 47	\$ 1,397	\$ 486,156
2BR/1BA	LIHTC	40%	0	700	0	\$ 963	\$ 47	\$ 916	\$ -
3BR/2BA	LIHTC	80%	3	1,200	3,600	\$ 2,226	\$ 58	\$ 2,168	\$ 78,048
3BR/2BA	LIHTC	60%	17	1,200	20,400	\$ 1,669	\$ 58	\$ 1,611	\$ 328,644
3BR/2BA	LIHTC	40%	0	1,200	0	\$ 1,113	\$ 58	\$ 1,055	\$ -
2BR/1BA	n/a	MGR	3	700	2,100	\$ -	\$ -	\$ -	\$ -
					0	\$ -			
Total Rents			400		193,280				5,338,212

PAGE 2

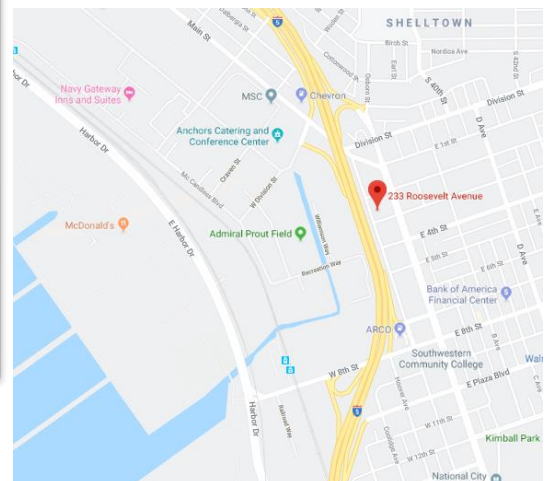
Property FeaturesResidential apartment units

- 118 - studios/1 bath, 300 sqft
- 202 - 1-bed/1 bath, 440 sqft
- 54 - 2-bed/1 bath, 700 sqft
- 26 – 3bd/2 bath, 930 sqft

Community Building

- On-site management/leasing office, daycare facility, community room & kitchen, computer room, and common laundry facilities.
- 6,000 – 8,000 sqft Preschool facility

<u>Funding Sources</u>	<u>Construction Schedule</u>	<u>Address</u>	<u>APN/Parcel ID(s):</u>
<ul style="list-style-type: none"> • 4% Tax Credit • Tax-Exempt Bonds • AHSC • CalHFA 	Q1 2021 – Q4 2022	233 Roosevelt Ave National City, CA	5550300500,50300400, 5550300300,5550300200 5550300100,550300700, 5550300600



RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM AS A CO-APPLICANT WITH THE METROPOLITAN AREA ADVISORY COMMITTEE ON ANTI-POVERTY OF SAN DIEGO COUNTY, INC. (MAAC PROJECT), A 501(C)3 NON-PROFIT ORGANIZATION, AND MIRKA INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, FOR (1) \$20,000,000 TO FUND THE DEVELOPMENT OF A 400-UNIT MIXED-INCOME AFFORDABLE HOUSING PROJECT AT 233 ROOSEVELT AVENUE IN NATIONAL CITY AND; (2) \$10,000,000 TO FUND TRANSPORTATION INFRASTRUCTURE OR TRANSIT-RELATED AMENITIES OR PROGRAMS FOR THE CITY OF NATIONAL CITY IN THE VICINITY OF THE PROPOSED HOUSING PROJECT

WHEREAS, the State of California, the Strategic Growth Council ("SGC") and the Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated November 1, 2019 under the Affordable Housing and Sustainable Communities ("AHSC") Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200; and

WHEREAS, the AHSC Program provides grants and loans to applicants identified through a competitive process for the development of projects that, per the AHSC Program Guidelines, will achieve greenhouse gas reductions and benefit disadvantaged communities through increased accessibility to affordable housing, employment centers and key destinations via low-carbon transportation; and

WHEREAS, the SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, the Program Guidelines dated October 31, 2019 and amended on December 9, 2019, an application package released by the Department for the AHSC Program ("Application Package"), and an AHSC standard agreement with the State of California ("Standard Agreement"); and

WHEREAS, the Department is authorized to administer the approved funding allocations of the AHSC Program; and

WHEREAS, the Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County, Inc. (MAAC Project) and Mirka Investments, LLC, a California limited liability company, (jointly as "Developer") have requested that the City of National City ("City") be a Co-Applicant to secure \$20,000,000 of AHSC funding for a 400-unit mixed-income affordable housing project located at 233

**Resolution No. 2020 –
Page Two**

Roosevelt Avenue in National City ("Project") and \$10,000,000 in AHSC grant funding for transportation and transit-related capital improvements or programs for the City of National City in the vicinity of the Project; and

WHEREAS, on June 7, 2011, the City Council of the City of National City certified a Final Environmental Impact Report and adopted a Mitigation Monitoring and Reporting Program, Findings of Fact and Statement of Overriding Considerations for the National City Comprehensive Land Use Update, consisting of an update of the General Plan, an update of the Land Use Code, a Climate Action Plan, an amendment of the Downtown Specific Plan; and Five Development Proposals, namely, Street Conversions/Community Corridors, Senior Village Expansion, Las Palmas Park and Facilities Vision Concept Plan, Kimball Park Master Plan, and El Toyon Park Master Plan; pursuant to CEQA Guidelines 15183.3, and California Public Resources Code Section 20194.5; and

WHEREAS, on October 21, 2019, the Project was determined to be consistent with the Downtown Specific Plan as a conforming ministerial (Level 1) project by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the City Manager is hereby authorized and directed on behalf of the City to apply, as a Co-Applicant, for and submit to the Department, the AHSC Program Application as detailed in the NOFA, dated November 1, 2019 for Round 5 in a total amount not-to-exceed \$30,000,000, of which approximately \$20,000,000 is requested for an Affordable Housing Development ("AHD") loan and/or Housing-Related Infrastructure ("HRI") and \$10,000,000 is requested for Sustainable Transportation Infrastructure ("STI") and/or for Transit Related Amenities ("TRA") and/or Program ("PGM") activities as defined in the AHSC Program Guidelines adopted by SGC on October 31, 2019.

BE IT FURTHER RESOLVED that if the application is approved, the City Manager is hereby authorized and directed on behalf of the City to enter into, execute, and deliver a State of California Standard Agreement and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the "AHSC Documents").

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**Resolution No. 2020 –
Page Three**

BE IT FURTHER RESOLVED that the City of National City as Co-Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditure to be identified in Exhibit A of the Standard Agreement. Any-and-all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Co-Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized by the City Council of the City of National City to execute in the name of the City, as Co-Applicant, the AHSC Program Application Package and the AHSC Program Documents as required by the Department for participation in the AHSC Program.

PASSED and ADOPTED this 4th day of February, 2020.

ATTEST:

Alejandra Sotelo-Solis, Mayor

Michael Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney