



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

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

LIVE WEBCAST
COUNCIL CHAMBERS
CIVIC CENTER

1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, MAY 5, 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 the
City's website at
WWW.NATIONALCITYCA.GOV

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

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

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

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

PUBLIC COMMENTS: The City Council will receive public comments via e-mail at clerk@nationalcityca.gov regarding any matters within the jurisdiction of the City Council. **Written comments or testimony from the public (limited to three minutes) must be submitted via e-mail by 4:00 p.m. on the day of the City Council Meeting. If you would like your comment read out loud at the meeting, please write "Read Out Loud" in the subject line. All comments received from the public will be made a part of the record of the meeting.**

The time limit established for public testimony is three minutes per speaker. 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.

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

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

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

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

COMENTARIOS PÚBLICOS: El Concejo Municipal recibirá comentarios públicos por correo electrónico en clerk@nationalcityca.gov sobre cualquier asunto dentro de la jurisdicción del Concejo

Municipal. **Los comentarios escritos o el testimonio del público (limitado a tres minutos) deben enviarse por correo electrónico antes de las 4:00 p.m. en el día de la sesión del Concejo Municipal. Si desea que su comentario se lea en voz alta en la sesión, escriba “Leer en voz alta” en el renglón de asunto. Todos los comentarios recibidos del público formarán parte del acta de la sesión.**

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

CALENDARIO DE CONSENTIMIENTO: Los temas del calendario de consentimiento implican cuestiones de naturaleza rutinaria o no controvertida. Todos los temas de consentimiento se adoptan mediante la aprobación de una sola moción del Concejo Municipal. Antes de la aprobación, cualquier tema puede eliminarse de la parte de consentimiento de la agenda y considerarse aparte, a petición de un concejal, individuo del personal del Ayuntamiento o persona del público.

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

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

AWARDS AND RECOGNITIONS

PRESENTATIONS

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. [Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement between the City of San Diego Office of Homeland Security and the City of National City, and authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \\$41,560 from the FY19 Urban Area Security Initiative \(UASI\) Grant Funds for the reimbursable grant purchase of equipment and training for the Police and Fire Departments. \(Fire\)](#)
3. [Resolution of the City Council of the City of National City ratifying and authorizing the acceptance of approximately \\$100,000 annually from Citizens' Option for Public Safety \(COPS\) Program and authorizing the establishment of an appropriation and corresponding revolving revenue budget in the amount of the allotment within the Supplemental Law Enforcement Services. \(Police\)](#)
4. [Resolution of the City Council of the City of National City ratifying the COVID-19 Permit Extension Program for home owners and business owners. \(City Manager\)](#)

5. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with Randall Lamb Associates, Inc., extending the term of the Agreement by six months to December 19, 2020, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic. \(Engineering/Public Works\)](#)
6. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with SCST, LLC, extending the term of the Agreement by six months to December 19, 2020, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic. \(Engineering/Public Works\)](#)
7. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with Neri Landscape Architecture, extending the term of the Agreement by six months to December 19, 2020, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic. \(Engineering/Public Works\)](#)
8. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with D-MAX Engineering, Inc., extending the term of the Agreement by six months to December 5, 2020, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic. \(Engineering/Public Works\)](#)
9. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Third Amendment to the Agreement with Countywide Mechanical Systems, Inc., increasing the not-to-exceed amount of the Agreement by \\$50,000, for a total Agreement amount of \\$220,412, and extending the term of the Agreement by six months to February 28, 2021, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic. \(Engineering/Public Works\)](#)
10. [Warrant Register #38 for the period of 3/11/20 through 3/17/20 in the amount of \\$2,186,908.37. \(Finance\)](#)
11. [Warrant Register #39 for the period of 3/18/20 through 3/24/20 in the amount of \\$2,788,673.66. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

12. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City approving the First Amendment to the Citizen and Community Participation Plan and authorizing the submission of the Five-Year Consolidated Plan for Program Years \(PY\) 2020 to 2024 and PY 2020 Action Plan to the U.S. Department of Housing and Urban Development \(HUD\) for](#)

[the Community Development Block Grant \(CDBG\) and HOME Investment Partnerships \(HOME\) Programs. \(Housing Authority\)](#)

13. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City Establishing Local Campaign Contribution Limits. \(City Clerk and City Attorney\)](#)

NON CONSENT RESOLUTIONS

14. [Resolution of the City Council of the City of National City initiating proceedings for the levy and collection of assessments for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2020/21. \(Planning\)](#)
15. [Resolution of the City Council of the City of National City approving the Engineer's Report for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2020/21. \(Planning\)](#)
16. [Resolution of the City Council of the City of National City declaring its intention to conduct a Public Hearing on June 2, 2020 and to levy and collect assessments for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2020/21. \(Planning\)](#)
17. [Resolution of the City Council of the City of National City approving a Third Amendment to the Agreement by and between the City of National City, the San Diego Unified Port District, Pasha Automotive Services \(Applicant\), GB Capital Holdings \(Applicant\), and ICF Jones & Stokes \(Consultant\) for professional services to prepare an Environmental Impact Report for the Balanced Plan project. \(Planning\)](#)
18. [Resolution of the City Council of the City of National City reaffirming and certifying the continued existence of a Local Emergency resulting from the COVID -19 Coronavirus Pandemic. \(City Clerk and City Attorney\)](#)

NEW BUSINESS

19. [Temporary Use Permit - Request from Catholic Charities Diocese to conduct the Catholic Charities Emergency Food Distribution network at 140 West 18th Street starting on May 7, 2020 from 9:00 a.m. - 3:00 p.m. on multiple days ending on June 27, 2020. Applicant has requested a waiver of all fees. \(Neighborhood Services\)](#)
20. [Discussion on amending City Council Policy No. 107 by adding Sections F and G regarding non-resident appointed Board members and direction to City staff as the City Council deems appropriate. \(City Attorney\)](#)
21. [Presentation on a supplemental Community Development Block Grant \(CDBG-CV\) appropriation by the U.S. Department of Housing and Urban](#)

[Development \(HUD\) to prevent, prepare for, and respond to the coronavirus \(COVID-19\) pandemic. \(Housing Authority\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

22. [Community Services and Neighborhood Services Update on Special Events. \(Community Services and Neighborhood Services\)](#)
23. [COVID-19 Update. \(City Manager\)](#)

MAYOR AND CITY COUNCIL

CLOSED SESSION

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - May 19, 2020 - 6:00 p.m. - Council Chambers - National City, California.

City Council Legislative Recess:

July 7, 2020 - City Council Meeting - Dispensed With
July 21, 2020 - City Council Meeting - Dispensed With

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 # ____

05/05/20

**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: [Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement between the City of San Diego Office of Homeland Security and the City of National City, and authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \\$41,560 from the FY19 Urban Area Security Initiative \(UASI\) Grant Funds for the reimbursable grant purchase of equipment and training for the Police and Fire Departments. \(Fire\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving the Mayor to execute an Agreement between the City of San Diego Office of Homeland Security and the City of National City, and authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \$41,560 from the FY19 Urban Area Security Initiative (UASI) Grant Funds for the reimbursable grant purchase of equipment and training for the Police and Fire Departments. (Fire)

PREPARED BY: Frank Parra

DEPARTMENT: Fire

PHONE: (619) 336-4551

APPROVED BY: 

EXPLANATION:

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

This request authorizes the establishment of an appropriation and corresponding revenue budget in the amount of \$41,560 from the FY19 Urban Area Security Initiative (UASI) Grant Funds. The appropriation will be used to purchase \$10,000 in equipment and \$31,560 for training for the Fire and Police Departments.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

Expenditure Account: 282-411-952-226-0000 Training - \$18,560.00, 282-412-952-226-0000 Training - \$13,000.00;
282-412-952-306-0000 Computer Equipment - \$10,000
Revenue Account: 282-11952-3498 - \$18,560.00 & 282-12952-3498 - \$23,000.00. No City match required.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Approve the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Agreement between the City of San Diego Office of Homeland Security and the City of National City for the distribution of FY19 Urban Area Security Initiative (UASI) grant funds
2. Resolution

**AGREEMENT BETWEEN THE CITY OF
SAN DIEGO OFFICE OF HOMELAND SECURITY AND THE
CITY OF NATIONAL CITY
FOR THE DISTRIBUTION OF FY 2019 UASI GRANT FUNDS**

THIS AGREEMENT is made this day of **May 5, 2020** in the City and County of San Diego, State of California, by and between the CITY OF NATIONAL CITY ("SUBRECIPIENT") and the CITY OF SAN DIEGO, a municipal corporation ("San Diego" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Diego Office of Homeland Security ("OHS").

RECITALS

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

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

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

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

(e) **“Grant Funds”** shall mean any and all funds allocated or disbursed to SUBRECIPIENT (DUNS#: 072494073) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2019-0035, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated September 26, 2019.

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

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

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

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

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

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

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

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

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

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

ARTICLE 2

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

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

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

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

ARTICLE 3
PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **SEPTEMBER 1, 2019** and shall end at 11:59 p.m. San Diego time on **APRIL 30, 2022**.

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

3.3 **Use of Funds.**

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Technology Requirements.

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

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

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

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

3.7 Procurement Requirements.

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

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

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

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

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

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

3.8 Contractor Requirements.

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

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

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

3.9 **Monitoring Grant Performance.**

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

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

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

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

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

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

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

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

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

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

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

3.13 **EHP Requirements.**

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

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

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

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

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

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

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

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

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

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

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

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

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

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

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

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

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

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

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

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

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

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

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

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

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

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

7.3 **Termination for Convenience.**

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

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

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

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

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

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

ARTICLE 8 ASSIGNMENTS

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

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

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

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

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

If to City of San Diego Office of Homeland Security UASI Management Team:

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

If to SUBRECIPIENT:

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

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

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

ARTICLE 10 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The Total compensation and names of the top five executives if:

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

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

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

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

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

ARTICLE 11 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 COMPLIANCE

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

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

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

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

CITY OF SAN DIEGO:

SUBRECIPIENT:

By:

By:

KATHERINE JACKSON
PROGRAM MANAGER
OFFICE OF HOMELAND SECURITY

ALEJANDRA SOTELO-SOLIS
MAYOR

Federal Tax ID #: 95-6000749

Approved as to Form:

Mara W. Elliott
City Attorney

By: _____
Deputy City Attorney



March 18, 2020

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

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
FY 2019 Homeland Security Grant Program
Grant# 2019-0035 Cal OES ID# 073-66000
Sub-recipient Performance Period: September 1, 2019 to December 31, 2021

Sub-recipient: City of National City

The San Diego Office of Homeland Security (SD OHS) has approved your FY19 Urban Area Security Initiative (UASI) award.

Activities:	Amount:	Reimbursement Claim Due Date:
All Projects	\$41,560	
Project 002 – Situation Awareness Applications	\$10,000	September 15, 2021
Project 027 – Regional Training Participation*	\$31,560	September 15, 2021

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

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

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

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

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

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

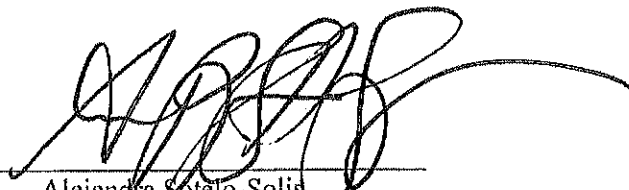
Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 9601 Ridgehaven Court, San Diego CA 92123 within 45 days of receipt and keep a copy for your files.

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

Sincerely,



Katherine Jackson
Program Manager
City of San Diego Office of Homeland Security


Alejandra Sotelo-Solis
Mayor, City of National City

4/16/2020
Date

Appendix B—HSGP Standard Assurances

Name of Jurisdiction: City of National City
Name of Authorized Agent: Alejandra Sotelo Solis Address: 1243 National City Blvd.
City: National City State: California Zip Code: 91950
Telephone Number: (619) 336-4283
Fax Number: (619) 336-4239 E-Mail Address: asotelosolis@nationalcityca.gov

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

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

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

Federal Regulations

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

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

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

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

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

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

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

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

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

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

4. Debarment and Suspension

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

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

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

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101- 12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation,

marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

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

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

8. Audits

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

9. Access to Records

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

10. Conflict of Interest

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

11. Financial Management

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

12. Reporting - Accountability

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

13. Whistleblower Protections

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

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

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

17. Property-Related

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

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c)
- (d) Assist the awarding agency in assuring compliance with Section 106 of the
- (e) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (f) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

19. Use of Cellular Device While Driving is Prohibited

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

20. California Public Records Act and Freedom of Information Act

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

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

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

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

23. Activities Conducted Abroad

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

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

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII

are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

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

26. Duplication of Benefits

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

27. Energy Policy and Conservation Act

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

28. Federal Debt Status

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

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C.

§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

30. Hotel and Motel Fire Safety Act of 1990

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

31. Non-supplanting Requirement

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

32. Patents and Intellectual Property Rights

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

33. SAFECOM

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

34. Terrorist Financing

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

35. Reporting of Matters Related to Recipient Integrity and Performance

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

36. USA Patriot Act of 2001

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

37. Use of DHS Seal, Logo, and Flags

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

IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Subrecipient: City of National City

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Alejandra Sotelo-Solis

Title: Mayor Date: May 5, 2020



Office of Homeland Security
Signature Authorization Form
FY 2019 Homeland Security Grant Programs

Jurisdiction: _____

Date Signed: _____

The below named personnel are authorized to sign for the following Homeland Security Grant Programs: Urban Area Security Initiative (UASI).

NAME (TYPED/PRINTED)	SIGNATURE	TELEPHONE NUMBER	E-MAIL ADDRESS

This form supersedes all others for above indicated jurisdiction. Requests for reimbursement signed by staff **not** identified in this form will **not** be processed.

Authorized Agent Printed Name and Signature _____

Phone No. _____

Mail form to City of San Diego, Office of Homeland Security, 9601 Ridgehaven Ct, MS 1101C, San Diego, CA 92123

APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST

PROJECT D:		
TOTAL		
PROJECT E:		
TOTAL		
PROJECT G:		
TOTAL		
All Investments TOTAL		

APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST

City of San Diego Office of Homeland Security

PERFORMANCE PERIOD EXTENSION REQUEST

Subrecipient Name: _____

UASI FY: _____

Project:

Project Title:

Total Amount Allocated:

Amount Expended:

Original Performance Period Deadline:

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

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

Equipment & Description	Cost	AEL number
PROJECT A:		
TOTAL		
PROJECT B:		
TOTAL		

47 of 281

INVOICE #	TOTAL

Proj	Vendor	Invoice #	Invoice Date	AEL#	Cost	Freight	Tax Rate	Tax Amt	Total Cost	Disallowed	Claim Amount	Comment
								-	-		-	
								-	-		-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-		-	-	-	-	
								-	-		-	
								-	-		-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-		-	-	-	-	
								-	-		-	
								-	-		-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-		-	-	-	-	
								-	-		-	
								-	-		-	
								-	-		-	
								-	-		-	
		TOTAL AEL			-	-		-	-	-	-	
								-	-		-	
								-	-		-	
		TOTAL			\$	\$	\$	\$	\$	\$	\$	
									TOTAL CLAIM		\$	

REIMBURSEMENT REQUEST

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

[illegible]

Total Reimbursable for Claims

Office of Homeland Security
FY19 Urban Area Security Initiative Grant Program
PERSONNEL

Cash Request #

Claim Period of Expenditure Start Date

Period of Expenditure End Date)

FY19 UASI - SUBRECIPIENT

Office of Homeland Security
FY19 Urban Area Security Initiative Grant Program
CONSULTANT / CONTRACTOR

Cash Request #

50 of 281

Date:

[illegible]

Course	Delivery (Tuition / Registration / Materials)	Overtime & Backfill	Travel (Minus Tuition / Registration / Materials)	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total	\$ -	\$ -	\$ -	\$ -

September 1, 2019

Cover Sheet (Invoice)
Office of Homeland Security
FY19 Urban Area Security Initiative Grant Program
Award #2019-0035
CalOES ID #073-66000 CFDA #97.067

Reimbursement Request (Invoice)# _____

Mail Reimbursement Request To:

Date: _____

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

Agency: _____

DUNS Number: _____

Expenditure Period: _____

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

For questions regarding this reimbursement request contact

Name _____

Phone _____

Email _____

Remittance Address (Address check will be mailed to)

**City of San Diego Office of Homeland Security
FY19 Urban Area Security Initiative Grant**

**Grant: FY19 UASI Grant #2019-0035
CalOES #073-66000 CFDA #97.067**

Supporting Information for Cash Request

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

Under Penalty of Perjury I certify that:

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

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

Title: _____ **Email Address:** _____

Mailing Address: _____

Remittance Address: _____

Signature _____ **Date:** _____

Mail Reimbursement Request To:

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

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY AND THE CITY OF NATIONAL CITY AND AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$41,560 FROM THE FISCAL YEAR 2019 URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDS FOR THE REIMBURSABLE GRANT PURCHASE OF EQUIPMENT AND TRAINING FOR THE NATIONAL CITY POLICE AND FIRE DEPARTMENTS

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

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

WHEREAS, the UASI grant provides funding for equipment, and training needed to respond to natural or man-made disasters or terrorism incidents that may occur in the San Diego urban area; and

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

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

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

WHEREAS, the Distribution of Fiscal Year 2019 UASI Grant Funds Agreement ensures the roles, responsibilities, and expectations at the local, state, and federal levels, and ensures that the City of National City, as a grant program participant, agrees to meet state and federal requirements; and

WHEREAS, the appropriation will be divided as follows: \$10,000 for the purchase of equipment and \$31,560 towards training for the National City Fire and Police Departments for a total appropriation and corresponding revenue budget in the amount of \$41,560 from the Fiscal Year 2019 Urban Area Security Initiative (UASI) grant fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City authorizes the Mayor to execute an Agreement with the City of San Diego Office of Homeland Security for the Distribution of Fiscal Year 2019 UASI Grant Funds.

BE IT FURTHER RESOLVED that the City Council of the City of National City authorizes the establishment of an appropriation and corresponding revenue budget in the amount of \$41,560 from the Fiscal Year 2019 Urban Area Security Initiative (UASI) grant funds for the reimbursable grant purchase of equipment and training for the National City Police and Fire Departments.

**Resolution No. 2020 –
Page Two**

BE IT FURTHER RESOLVED that the City Council of the City of National City authorizes the division of the \$41,560 in UASI grant funds as follows: \$10,000 for the purchase of equipment, and \$31,560 towards training for the National City Fire and Police Departments.

PASSED and ADOPTED this 5th day of May, 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 and authorizing the acceptance of approximately \\$100,000 annually from Citizens' Option for Public Safety \(COPS\) Program and authorizing the establishment of an appropriation and corresponding revolving revenue budget in the amount of the allotment within the Supplemental Law Enforcement Services. \(Police\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5th, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City ratifying and authorizing the acceptance of approximately \$100,000 annually from Citizens' Option for Public Safety (COPS) Program and authorizing the establishment of an appropriation and corresponding revolving revenue budget in the amount of the allotment within the Supplemental Law Enforcement Services.

PREPARED BY: Jeffrey Meeks, Sergeant

PHONE: (619) 336-4446

DEPARTMENT: Police

APPROVED BY: 

EXPLANATION:

The City of National City is allocated approximately \$100,000 in funding every fiscal year via the SLESF/COPS Program for frontline municipal police services. The City is not required to allocate any up-front costs or matching funds in order to receive the funds. This allocation is distributed by the County of San Diego to each city within 30 days of receipt from the State; as of January 2020, the City will continue to receive approximately \$100,000 from the County every year. The funding amount is based on the amount of monies allocated to each county by the state, then divided by populations of each city. The Police Department proposes to use the total allocation of monies toward the purchase of essential police equipment as needed. The allocation shall be expended exclusively to provide front line law enforcement services.

FINANCIAL STATEMENT:

ACCOUNT NO.

208-411-919-518-0000 COPS (Citizens' Options for Public Safety allocation)

APPROVED: 

FINANCE

APPROVED: _____

MIS

No matching funds required

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

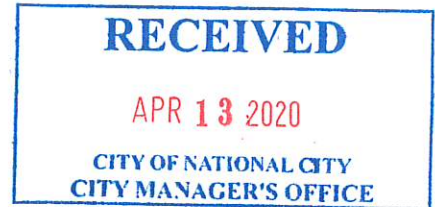
1. Attachment 1 Letter from the County



County of San Diego

TRACY DRAGER
AUDITOR AND CONTROLLER
(858) 694-2176
FAX: (858) 694-2296

AUDITOR AND CONTROLLER
5530 OVERLAND AVE, SUITE 410, SAN DIEGO, CA 92123-1261



April 10, 2020

Brad Raulston, City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301

Dear Mr. Raulston:

FISCAL YEAR 2019/20 CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

The County of San Diego received an allocation for the February COPS funding in the Enhancing Law Enforcement Activities Subaccount within the Local Revenue Fund 2011. Pursuant to section 30061 of the Government Code, National City's proportionate share for the fiscal year is \$100,000.

Enclosed is a warrant of \$10,000 for the month of February. The legislation requires the money to be deposited in the City's Supplemental Law Enforcement Services Account (SLESA).

If you have any questions, please contact Jonathan Quan at (858) 694-2107.

Sincerely,

BABETTE BALTAZAR, Manager
Projects, Revenue and Grants Accounting

PRGA:BB:koa

Enclosure



County of San Diego
1600 Pacific Highway
San Diego, CA 92101-2478

JPMorgan Chase Bank, NA
Columbus, OH

56-1544/441

Warrant No.
3093514

Date of Issue : 04/10/2020

Ten Thousand Dollars And Zero Cents*****

\$ *****10,000.00

The Treasurer
Will

PAY TO THE ORDER OF
NATIONAL CITY, CITY OF
1243 NATIONAL CITY BLVD
NATIONAL CITY CA 91950-4397

VOID IF NOT PRESENTED TO COUNTY TREASURER WITHIN
SIX MONTHS FROM DATE OF ISSUE, GOV'T CODE SECT. 29802

AUDITOR AND CONTROLLER

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW.

⑈03093514⑈

⑈044115443⑈

309151956⑈

PLEASE ADDRESS CORRESPONDENCE REGARDING THIS PAYMENT

WARRANT No. 3093514

SAN DIEGO COUNTY
AUDITOR AND CONTROLLER
5530 OVERLAND AVENUE, STE 410
SAN DIEGO, CA 92123-1261
(858) 694-2053

AUTHORITY/PO	INVOICE	DESCRIPTION	DISC AMT	NET AMOUNT
GC30061	10APR2020	SLESA FUNDS PER GC30061 (COPS)	0.00	10,000.00
			.00	10,000.00

RESOLUTION NO. 2020 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
RATIFYING AND AUTHORIZING THE ACCEPTANCE OF APPROXIMATELY
\$100,000 ANNUALLY FROM CITIZENS' OPTION FOR PUBLIC SAFETY (COPS)
PROGRAM AND AUTHORIZE THE ESTABLISHMENT OF AN APPROPRIATION
AND CORRESPONDING REVOLVING BUDGET IN THE AMOUNT OF THE
ALLOTMENT WITHIN THE SUPPLEMENTAL LAW ENFORCEMENT
SERVICES FUND (SLESF)**

WHEREAS, the City of National City ("City") has been allocated \$100,000 annually in funding via the Supplemental Law Enforcement Services Fund ("SLESF")/ Citizens' Option for Public Safety ("COPS") Program for frontline municipal police services; and

WEREAS, the City is not required to allocate any up-front costs or matching funds in order to receive the funds; and

WHEREAS, the allocation is distributed by the County of San Diego to the City of National City within 30 days of receipt from the State; and

WHEREAS, the City will continue receiving approximately \$100,000 from the County each year; and

WHEREAS, the National City Police Department proposes to use the total allocation of \$100,000 toward the purchase of essential police equipment as needed in order to provide front line law enforcement services as set out in Government Code 30061-30062.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City hereby ratifies and authorizes the acceptance of \$100,000 annually from Citizens' Option for Public Safety ("COPS") Program Grant that will fund essential National City Police equipment for front line law enforcement as needed.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby ratifies and authorize the establishment of an appropriation and corresponding revenue budget in the amount of the grant within the Supplemental Law Enforcement Services Fund ("SLESF").

PASSED and ADOPTED this 5th day of May, 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 COVID-19 Permit Extension Program for home owners and business owners. \(City Manager\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City ratifying the COVID-19 Permit Extension Program for home owners and business owners. (City Manager)

PREPARED BY: Megan Gamwell

PHONE: 619-336-4216

DEPARTMENT: City Manager

APPROVED BY: _____

EXPLANATION:

Due to the ongoing COVID-19 crisis the City Manager has declared a temporary emergency change to N.C.M.C. Section 15.08.040. This action will be to provide relief to residents and businesses regarding expired building permits. Effective March 1, 2020 through August 31, 2020 (COVID-19 Permit Extension Program), the following temporary modifications are being made to the currently adopted N.C.M.C. Section 15.08.040.

Any and all building permits which were obtained during the time period noted above shall now be extended for an additional period of 6 months. Permits are currently valid for a period of 12 months; this will extend the validity of said permits to 18 months.

Such change shall be ratified by the National City, City Council. Permit extension fees associated with this program will be waived. All other requirements as specifically called out in N.C.M.C Section 15.08.040 shall still apply.

FINANCIAL STATEMENT:

ACCOUNT NO. _____

APPROVED: _____

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Background Report
2. Resolution

BACKGROUND REPORT

Following the COVID-19 state of emergency declared by the City of National City on March 17, 2020, the Economic Development Division of the City Manager's office began working with Development Services (Building, Planning and Fire) to identify economic relief programs for home owners and business owners.

With development expected to slow down in the coming months due to the financial impact of COVID -19 staff developed the **COVID-19 Permit Extension Program**.

Due to the ongoing COVID-19 crisis the City Manager has declared a temporary emergency change to N.C.M.C. Section 15.08.040. This action will be to provide relief to residents and businesses regarding expired building permits. Effective March 1, 2020 through August 31, 2020 (**COVID-19 Permit Extension Program**), the following temporary modifications are being made to the currently adopted N.C.M.C. Section 15.08.040.

- Any and all building permits which were obtained during the time period noted above shall now be extended for an additional period of 6 months. Permits are currently valid for a period of 12 months; this will extend the validity of said permits to 18 months.

Such change shall be ratified by the National City, City Council. Permit extension fees associated with this program will be waived. All other requirements as specifically called out in N.C.M.C Section 15.08.040 shall still apply.

RESOLUTION NO. 2020 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
RATIFYING THE COVID-19 PERMIT EXTENSION PROGRAM FOR HOMEOWNERS
AND BUSINESS OWNERS**

WHEREAS, following the COVID-19 State of a Local Emergency declared by the City of National City on March 17, 2020, the Economic Development Division of the City Manager's Office began working with Development Services (Building, Planning and Fire) to identify economic relief programs for National City homeowners and National City business owners; and

WHEREAS, with development expected to slow down in the coming months due to the financial impact of COVID -19, City staff developed the COVID-19 Permit Extension Program; and

WHEREAS, due to the ongoing COVID-19 crisis the City Manager has declared a temporary emergency change to National City Municipal Code Section 15.08.040; and

WHEREAS, this action will provide relief to National City residents and National City business owners regarding expired building permits; and

WHEREAS, effective March 1, 2020 through August 31, 2020 the following temporary modifications will be made to the currently adopted National City Municipal Code Section 15.08.040:

- Any and all building permits which were obtained during the time period reference herein above shall now be extended for an additional period of 6 months. Permits are currently valid for a period of 12 months; this will extend the validity of said permits to a period of 18 months.

WHEREAS, permit extension fees associated with COVID-19 Permit Extension Program will be waived, however, all other requirements in the National City Municipal Code Section 15.08.040 shall still apply.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby ratifies and adopts the COVID-19 Permit Extension Program for National City homeowners and National City business owners.

PASSED and ADOPTED this 5th day of May, 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 authorizing the Mayor to execute a Second Amendment to the Agreement with Randall Lamb Associates, Inc., extending the term of the Agreement by six months to December 19, 2020, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic. \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with Randall Lamb Associates, Inc., extending the term of the Agreement by six months to December 19, 2020, due to the immediate need for services to continue based on delays caused by the COVID-19 pandemic.

PREPARED BY: Tirza Gonzales, Management Analyst II

PHONE: 619-336-4318

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

None

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt Resolution executing a Second Amendment to the Agreement with Randall Lamb Associates, Inc.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Second Amendment to Agreement
3. Resolution

Explanation:

On June 20, 2017, per City Council Resolution No. 2017-134, the City of National City entered into an Agreement with Randall Lamb Associates, Inc., to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; mechanical, electrical and plumbing engineering; air barrier auditing and commissioning; energy solutions; construction support; plan reviews; constructability reviews; community outreach and communications. The original Agreement is for a not-to-exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year.

On April 16, 2019, the City Council adopted Resolution No. 2019-53, approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$250,000, for a total Agreement amount of \$1,250,000, and extending the term of the Agreement by one year to June, 19, 2020.

Due to the immediate need for project support services to continue based on delays caused by the COVID-19 pandemic, staff is requesting City Council approval of a Second Amendment to the Agreement with Randall Lamb Associates, Inc. extending the term of the Agreement by six months to December 19, 2020, with no changes to the total contract amount.

**SECOND AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
RANDALL LAMB ASSOCIATES, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 5th day of May, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and RANDALL LAMB ASSOCIATES, INC., a corporation (the "CONSULTANT").

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on June 20, 2017, ("the Agreement") per City Council Resolution No. 2017-134, to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; mechanical, electrical, and plumbing engineering; air barrier auditing and commissioning; energy solutions; construction support; plan reviews; constructability reviews; community outreach and communications, for a not to exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of one year.

WHEREAS, on April 16, 2019, the City Council adopted Resolution No. 2019-53, approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$250,000, for a total Agreement amount of \$1,250,000, and extending the term of the Agreement by one year to June, 19, 2020.

WHEREAS, the parties desire to extend the term of the Agreement by six months to December 19, 2020, due to the immediate need for services to continue based on delays caused by the COVID-19 pandemic.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The term of the Agreement is hereby extended to December 19, 2020.
2. The First Amendment to the Agreement, which was approved by the City Council on April 16, 2019, increased the contract amount of the Agreement to \$1,250,000; said amount shall continue to be the total not to exceed amount of the Agreement.

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3. The parties further agree that, other than the foregoing exceptions, each and every term and provision of the June 20, 2017 Agreement shall remain in full force and effect.

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

CITY OF NATIONAL CITY

**RANDALL LAMB ASSOCIATES, INC.,
A CORPORATION**

(Signatures of two corporate officers required)

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
(Signature)

AARON PARKINSON, PE
(Print Name)

APPROVED AS TO FORM:

CFO
(Title) 4/23/2020

By: _____
Angil P. Morris-Jones
City Attorney

By: _____
(Signature)

Gary A. Eastley
(Print Name)

Executive Vice President
(Title) 4/24/2020

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE
AGREEMENT WITH RANDALL LAMB ASSOCIATES, INC., EXTENDING THE TERM
OF THE AGREEMENT BY SIX MONTHS TO DECEMBER 19, 2020, DUE TO THE
IMMEDIATE NEED FOR THE SERVICES TO CONTINUE THAT WERE DELAYED AS
A RESULT OF THE COVID-19 PANDEMIC**

WHEREAS, on June 20, 2017, per City Council Resolution No. 2017-134, the City of National City entered into an Agreement with Randall Lamb Associates, Inc., to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; mechanical, electrical and plumbing engineering; air barrier auditing and commissioning; energy solutions; construction support; plan reviews; constructability reviews; community outreach and communications; and

WHEREAS, the Agreement was for a not-to-exceed amount of \$1,000,000 and a term of two (2) years, with the option to extend for an additional period of up to one (1) year.

WHEREAS, on April 16, 2019, the City Council adopted Resolution No. 2019-53, approving the First Amendment to the Agreement by increasing the not-to-exceed amount by \$250,000, for a total Agreement amount of \$1,250,000, and extending the term of the Agreement by one (1) year to June, 19, 2020; and

WHEREAS, due to the immediate need for project support services to continue that were delayed as a result of the COVID-19 Pandemic, City staff is requesting City Council's approval of a Second Amendment to the Agreement with Randall Lamb Associates, Inc. extending the term of the Agreement by six (6) months to December 19, 2020, with no changes to the total contract amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Second Amendment to the Agreement with Randall Lamb Associates, Inc., extending the term of the Agreement by six (6) months to December 19, 2020, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic.

PASSED and ADOPTED this 5th day of May, 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 authorizing the Mayor to execute a Second Amendment to the Agreement with SCST, LLC, extending the term of the Agreement by six months to December 19, 2020, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with SCST, LLC, extending the term of the Agreement by six months to December 19, 2020, due to the immediate need for services to continue based on delays caused by the COVID-19 pandemic.

PREPARED BY: Tirza Gonzales, Management Analyst II

PHONE: 619-336-4318

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

None

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt Resolution executing a Second Amendment to the Agreement with SCST, LLC.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Second Amendment to Agreement
3. Resolution

Explanation:

On June 20, 2017, per City Council Resolution No. 2017-135, the City of National City entered into an Agreement with SCST, LLC, to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, geotechnical, soils and materials testing. The original Agreement is for a not-to-exceed amount of \$500,000 and a term of two years, with the option to extend for an additional period of up to one year.

On April 16, 2019, the City Council adopted Resolution No. 2019-54, approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$125,000, for a total Agreement amount of \$625,000, and extending the term of the Agreement by one year to June, 19, 2020.

Due to the immediate need for project support services to continue based on delays caused by the COVID-19 pandemic, staff is requesting City Council approval of a Second Amendment to the Agreement with SCST, LLC, extending the term of the Agreement by six months to December 19, 2020, with no changes to the total contract amount.

**SECOND AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
SCST, LLC**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 5th day of May, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and SCST, LLC, a limited liability company (the “CONSULTANT”).

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on June 20, 2017, (“the Agreement”) per City Council Resolution No. 2017-135, to provide on-call support services for National City’s Capital Improvement Program (CIP), including, but not limited to, geotechnical, soils and materials testing, for a not-to-exceed amount of \$500,000 and a term of two years, with the option to extend for an additional period of one year; and,

WHEREAS, on April 16, 2019, the City Council adopted Resolution No. 2019-54, approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$125,000, for a total Agreement amount of \$625,000, and extending the term of the Agreement by one year to June, 19, 2020.

WHEREAS, the parties desire to extend the term of the Agreement by six months, to December 19, 2020, due to the immediate need for services to continue based on delays caused by the COVID-19 pandemic.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The term of the Agreement is hereby extended to December 19, 2020.
2. The First Amendment to this Agreement, approved by the City Council on April 16, 2019, increased the contract amount of this Agreement to \$625,000 and the same is, and shall continue to be, the total not-to-exceed amount of this Agreement.

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3. The parties further agree that, other than the foregoing exceptions, each and every term and provision of the June 20, 2017 Agreement shall remain in full force and effect.

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

CITY OF NATIONAL CITY

SCST, LLC

(Signatures of two corporate officers required)

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
(Signature)

(Print Name)

APPROVED AS TO FORM:
Angil P. Morris-Jones
City Attorney

(Title)

By: _____
Jennifer K. Gilman
Deputy City Attorney

By: _____
(Signature)

(Print Name)

(Title)

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE
AGREEMENT WITH SCST, LLC, EXTENDING THE TERM OF THE AGREEMENT BY
SIX MONTHS TO DECEMBER 19, 2020, DUE TO THE IMMEDIATE NEED FOR THE
SERVICES TO CONTINUE THAT WERE DELAYED AS A RESULT OF
THE COVID-19 PANDEMIC**

WHEREAS, on June 20, 2017, per City Council Resolution No. 2017-135, the City of National City entered into an Agreement with SCST, LLC, to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, geotechnical, soils and materials testing; and

WHEREAS, the Agreement was for a not-to-exceed amount of \$500,000 and a term of two (2) years, with the option to extend for an additional period of up to one (1) year; and

WHEREAS, on April 16, 2019, the City Council adopted Resolution No. 2019-54, approving the First Amendment to the Agreement by increasing the not-to-exceed amount by \$125,000, for a total Agreement amount of \$625,000, and extending the term of the Agreement by one (1) year to June, 19, 2020; and

WHEREAS, due to the immediate need for project support services to continue that were delayed as a result of the COVID-19 Pandemic, City staff is requesting City Council's approval of a Second Amendment to the Agreement with SCST, LLC, extending the term of the Agreement by six (6) months to December 19, 2020, with no changes to the total contract amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Second Amendment to the Agreement with SCST, LLC, extending the term of the Agreement by six (6) months to December 19, 2020, due to the immediate need for services to continue that were delayed as a result of the COVID-19 Pandemic.

PASSED and ADOPTED this 5th day of May, 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 authorizing the Mayor to execute a Second Amendment to the Agreement with Neri Landscape Architecture, extending the term of the Agreement by six months to December 19, 2020, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with Neri Landscape Architecture, extending the term of the Agreement by six months to December 19, 2020, due to the immediate need for services to continue based on delays caused by the COVID-19 pandemic.

PREPARED BY: Tirza Gonzales, Management Analyst II

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4318

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

None

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt Resolution executing a Second Amendment to the Agreement with Neri Landscape Architecture.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Second Amendment to Agreement
3. Resolution

Explanation:

On June 20, 2017, per City Council Resolution No. 2017-132, the City of National City entered into an Agreement with Neri Landscape Architecture, to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications. The original Agreement is for a not-to-exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of up to one year.

On April 16, 2019, the City Council adopted Resolution No. 2019-52, approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$250,000, for a total Agreement amount of \$1,250,000, and extending the term of the Agreement by one year to June, 19, 2020.

Due to the immediate need for project support services to continue based on delays caused by the COVID-19 pandemic, staff is requesting City Council approval of a Second Amendment to the Agreement with Neri Landscape Architecture, extending the term of the Agreement by six months to December 19, 2020, with no changes to the total contract amount.

**SECOND AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
NERI LANDSCAPE ARCHITECTURE**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 5th day of May, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and NERI LANDSCAPE ARCHITECTURE, a California corporation (the “CONSULTANT”).

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on June 20, 2017, (“the Agreement”) per City Council Resolution No. 2017-132, to provide on-call support services for National City’s Capital Improvement Program (CIP), including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications, for a not-to-exceed amount of \$1,000,000 and a term of two years, with the option to extend for an additional period of one year; and,

WHEREAS, on April 16, 2019, the City Council adopted Resolution No. 2019-52, approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$250,000, for a total Agreement amount of \$1,250,000, and extending the term of the Agreement by one year to June, 19, 2020.

WHEREAS, the parties desire to extend the term of the Agreement by six months, to December 19, 2020, due to the immediate need for services to continue based on delays caused by the COVID-19 pandemic.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The term of the Agreement is hereby extended to December 19, 2020.
2. The First Amendment to this Agreement, approved by the City Council on April 16, 2019, increased the contract amount of this Agreement to \$1,250,000 and the same is, and shall continue to be, the total not-to-exceed amount of this Agreement.

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3. The parties further agree that, other than the foregoing exceptions, each and every term and provision of the June 20, 2017 Agreement shall remain in full force and effect.

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

CITY OF NATIONAL CITY

**NERI LANDSCAPE ARCHITECTURE,
A CALIFORNIA CORPORATION**

(Signatures of two corporate officers required)

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
(Signature)

(Print Name)

APPROVED AS TO FORM:
Angil P. Morris-Jones
City Attorney

(Title)

By: _____
Jennifer K. Gilman
Deputy City Attorney

By: _____
(Signature)

(Print Name)

(Title)

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE
AGREEMENT WITH NERI LANDSCAPE ARCHITECTURE, EXTENDING THE TERM
OF THE AGREEMENT BY SIX MONTHS TO DECEMBER 19, 2020, DUE TO THE
IMMEDIATE NEED FOR THE SERVICES TO CONTINUE THAT WERE DELAYED AS
A RESULT OF THE COVID-19 PANDEMIC**

WHEREAS, on June 20, 2017, per City Council Resolution No. 2017-132, the City of National City entered into an Agreement with Neri Landscape Architecture, to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; landscape architecture; urban planning and design; construction support; plan reviews; community outreach and communications; and

WHEREAS, the Agreement was for a not-to-exceed amount of \$1,000,000 and a term of two (2) years, with the option to extend for an additional period of up to one (1) year; and

WHEREAS, on April 16, 2019, the City Council adopted Resolution No. 2019-52, approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$250,000, for a total Agreement amount of \$1,250,000, and extending the term of the Agreement by one (1) year to June, 19, 2020; and

WHEREAS, due to the immediate need for project support services to continue that were delayed as a result of the COVID-19 Pandemic, City staff is requesting City Council's approval of a Second Amendment to the Agreement with Neri Landscape Architecture, extending the term of the Agreement by six (6) months to December 19, 2020, with no changes to the total contract amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Second Amendment to the Agreement with Neri Landscape Architecture, extending the term of the Agreement by six (6) months to December 19, 2020, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic.

PASSED and ADOPTED this 5th day of May, 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 authorizing the Mayor to execute a Second Amendment to the Agreement with D-MAX Engineering, Inc., extending the term of the Agreement by six months to December 5, 2020, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with D-MAX Engineering, Inc., extending the term of the Agreement by six months to December 5, 2020, due to the immediate need for services to continue based on delays caused by the COVID-19 pandemic.

PREPARED BY: Tirza Gonzales, Management Analyst II

PHONE: 619-336-4318

EXPLANATION:

See attached.

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

FINANCIAL STATEMENT:

ACCOUNT NO.

None

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt Resolution executing a Second Amendment to the Agreement with D-MAX Engineering, Inc.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Second Amendment to Agreement
3. Resolution

Explanation:

On June 6, 2017, per City Council Resolution No. 2017-91, the City of National City entered into an Agreement with D-MAX Engineering, Inc., to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; environmental planning, compliance, and assessments; construction support; plan reviews; community outreach and communications. The original Agreement is for a not-to-exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of up to one year.

On April 16, 2019, the City Council adopted Resolution No. 2019-51, approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$500,000, for a total Agreement amount of \$2,500,000, and extending the term of the Agreement by one year to June 5, 2020.

Due to the immediate need for project support services to continue based on delays caused by the COVID-19 pandemic, staff is requesting City Council approval of a Second Amendment to the Agreement with D-MAX Engineering, Inc. extending the term of the Agreement by six months to December 5, 2020, with no changes to the total contract amount.

**SECOND AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
D-MAX ENGINEERING, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into this 5th day of May, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and D-MAX ENGINEERING, INC., a corporation (the “CONSULTANT”).

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on June 6, 2017, (“the Agreement”) per City Council Resolution No. 2017-91, to provide on-call support services for National City’s Capital Improvement Program (CIP), including, but not limited to, project management; engineering; environmental planning, compliance, and assessments; construction support; plan reviews; community outreach and communications, for a not-to-exceed amount of \$2,000,000 and a term of two years, with the option to extend for an additional period of one year.

WHEREAS, on April 16, 2019, the City Council adopted Resolution No. 2019-51, approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$500,000, for a total Agreement amount of \$2,500,000, and extending the term of the Agreement by one year to June 5, 2020.

WHEREAS, the parties desire to extend the term of the Agreement by six months, to December 5, 2020, due to the immediate need for services to continue based on delays caused by the COVID-19 pandemic.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The term of the Agreement is hereby extended to December 5, 2020.
2. The First Amendment to this Agreement, approved by the City Council on April 16, 2019, increased the contract amount of this Agreement to \$2,500,000, and the same is, and shall continue to be, the total not-to-exceed amount of this Agreement.

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3. The parties further agree that, other than the foregoing exceptions, each and every term and provision of the June 6, 2017 Agreement shall remain in full force and effect.

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

CITY OF NATIONAL CITY

**D-MAX ENGINEERING, INC.,
A CORPORATION**

(Signatures of two corporate officers required)

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
(Signature)

(Print Name)

APPROVED AS TO FORM:
Angil P. Morris-Jones
City Attorney

(Title)

By: _____
Jennifer K. Gilman
Deputy City Attorney

By: _____
(Signature)

(Print Name)

(Title)

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE
AGREEMENT WITH D-MAX ENGINEERING, INC., EXTENDING THE TERM OF THE
AGREEMENT BY SIX MONTHS TO DECEMBER 5, 2020, DUE TO THE IMMEDIATE
NEED FOR THE SERVICES TO CONTINUE THAT WERE DELAYED AS A RESULT
OF THE COVID-19 PANDEMIC**

WHEREAS, on June 6, 2017, per City Council Resolution No. 2017-91, the City of National City entered into an Agreement with D-MAX Engineering, Inc., to provide on-call support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management; engineering; environmental planning, compliance, and assessments; construction support; plan reviews; community outreach and communications; and

WHEREAS, the Agreement was for a not-to-exceed amount of \$2,000,000 and a term of two (2) years, with the option to extend for an additional period of up to one (1) year; and

WHEREAS, on April 16, 2019, the City Council Adopted Resolution No. 2019-51, approving the First Amendment to the Agreement increasing the not-to-exceed amount by \$500,000, for a total Agreement amount of \$2,500,000, and extending the term of the Agreement by one (1) year to June 5, 2020.

WHEREAS, due to the immediate need for project support services to continue that were delayed as a result of the COVID-19 Pandemic, City staff is requesting City Council's approval of a Second Amendment to the Agreement with D-MAX Engineering, Inc. extending the term of the Agreement by six (6) months to December 5, 2020, with no changes to the total contract amount.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to Execute a Second Amendment to the Agreement with D-MAX Engineering, Inc., extending the term of the Agreement by six (6) months to December 5, 2020, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic.

PASSED and ADOPTED this 5th day of May, 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 authorizing the Mayor to execute a Third Amendment to the Agreement with Countywide Mechanical Systems, Inc., increasing the not-to-exceed amount of the Agreement by \\$50,000, for a total Agreement amount of \\$220,412, and extending the term of the Agreement by six months to February 28, 2021, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Third Amendment to the Agreement with Countywide Mechanical Systems, Inc., increasing the not-to-exceed amount of the Agreement by \$50,000, for a total Agreement amount of \$220,412, and extending the term of the Agreement by six months to February 28, 2021, due to the immediate need for services to continue based on delays caused by the COVID-19 pandemic.

PREPARED BY: Tirza Gonzales, Management Analyst II

PHONE: 619-336-4318

EXPLANATION:

See attached.

DEPARTMENT: Engineering/Public Works

APPROVED BY: 

FINANCIAL STATEMENT:

ACCOUNT NO.

Fund are available in account # 626-416-223-288-0000 (Facilities Maintenance Fund)

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution executing a Third Amendment to the Agreement with Countywide Mechanical Systems, Inc.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Third Amendment to Agreement
3. Resolution

Explanation:

On August 15, 2017, per City Council Resolution No. 2017-163, the City of National City entered into an Agreement with Countywide Mechanical Systems, Inc., to provide heating, ventilation, and air conditioning (HVAC) preventative maintenance services to city-owned facilities. The original Agreement is for a not-to-exceed amount of \$170,412, and for an initial term of one year, with the option to extend for up to two, one-year extensions.

On July 17, 2018, per Resolution No. 2018-123, City Council approved the First Amendment to the Agreement extending the term of the Agreement for one year to August 31, 2019.

On August 20, 2019, per Resolution No. 2019-116, City Council approved the Second Amendment to the Agreement extending the term of the Agreement for one year to August 31, 2020.

Due to the immediate need for HVAC preventative maintenance services to continue based on delays caused by the COVID-19 pandemic, staff is requesting City Council approval of a Third Amendment to the Agreement with Countywide Mechanical Systems, Inc., increasing the not-to-exceed amount of the Agreement by \$50,000, for a total Agreement amount of \$220,412, and extending the term of the Agreement by six months to February 28, 2021.

**THIRD AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
COUNTYWIDE MECHANICAL SYSTEMS, INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT is entered into this 5th day of May, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (“CITY”), and COUNTYWIDE MECHANICAL SYSTEMS, INC., a California corporation (the “CONSULTANT”).

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on August 15, 2017, (“the Agreement”), per City Council Resolution No. 2017-163, to provide heating, ventilation, and air conditioning (HVAC) preventative maintenance services to CITY facilities for a not-to-exceed amount of \$170,412, for an initial term of one year, with the option to extend for up to two (2), one-year extensions; and,

WHEREAS, on July 17, 2018, the City Council adopted Resolution No. 2018-123, approving the First Amendment to the Agreement extending the term of the Agreement by one year to August 31, 2019.

WHEREAS, on August 20, 2019, the City Council adopted Resolution No. 2019-116, approving the Second Amendment to the Agreement extending the term of the Agreement by one year to August 31, 2020.

WHEREAS, the parties desire to increase the not-to-exceed amount, by \$50,000, and extend the term of the Agreement for six months, to February 28, 2021, due to the immediate need for services to continue based on delays caused by the COVID-19 pandemic.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The not-to-exceed amount of the Agreement shall be increased by \$50,000, for a total Agreement amount of \$220,412.
2. The term of the Agreement is hereby extended to February 28, 2021.
3. The First Amendment to the Agreement, which was approved by the City Council on July 17, 2018, extended the term of the Agreement by one year to August 31, 2019.
4. The Second Amendment to the Agreement, which was approved by the City Council on August 20, 2019, extended the term of the Agreement by one year to August 31, 2020.

///

///

5. The parties further agree that, other than the foregoing exceptions, each and every term and provision of the August 15, 2017 Agreement shall remain in full force and effect.

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

CITY OF NATIONAL CITY

**COUNTYWIDE MECHANICAL
SYSTEMS, INC., A CALIFORNIA
CORPORATION**

(Signatures of two corporate officers required)

By: _____
Alejandra Sotelo-Solis, Mayor

By: _____
(Signature)

(Print Name)

APPROVED AS TO FORM:
Angil P. Morris-Jones
City Attorney

(Title)

By: _____
Jennifer K. Gilman
Deputy City Attorney

By: _____
(Signature)

(Print Name)

(Title)

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE MAYOR TO EXECUTE A THIRD AMENDMENT TO THE
AGREEMENT WITH COUNTYWIDE MECHANICAL SYSTEMS, INC., INCREASING THE
NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY \$50,000, FOR A TOTAL
AGREEMENT AMOUNT OF \$220,412, AND EXTENDING THE TERM OF THE
AGREEMENT BY SIX MONTHS TO FEBRUARY 28, 2021, DUE TO THE IMMEDIATE
NEED FOR THE SERVICES TO CONTINUE THAT WERE DELAYED AS A RESULT
OF THE COVID-19 PANDEMIC**

WHEREAS, on August 15, 2017, per City Council Resolution No. 2017-163, the City of National City entered into an Agreement with Countywide Mechanical Systems, Inc., to provide heating, ventilation, and air conditioning (HVAC) preventative maintenance services to City-owned facilities; and

WHEREAS, the Agreement is for a not-to-exceed amount of \$170,412, and for an initial term of one year, with the option to extend for up to two (2), one-year extensions; and

WHEREAS, on July 17, 2018, per Resolution No. 2018-123, City Council approved the First Amendment to the Agreement extending the term of the Agreement for one (1) year to August 31, 2019; and

WHEREAS, on August 20, 2019, per Resolution No. 2019-116, City Council approved the Second Amendment to the Agreement extending the term of the Agreement for one (1) year to August 31, 2020; and

WHEREAS, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic, City staff is requesting City Council's approval of a Third Amendment to the Agreement with Countywide Mechanical Systems, Inc., increasing the not-to-exceed amount of the Agreement by \$50,000, for a total Agreement amount of \$220,412, and extend the term of the Agreement by six (6) months to February 28, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Third Amendment to the Agreement with Countywide Mechanical Systems, Inc., increasing the not-to-exceed amount of the Agreement by \$50,000, for a total Agreement amount of \$220,412, and to extend the term of the Agreement by six (6) months to February 28, 2021, due to the immediate need for the services to continue that were delayed as a result of the COVID-19 Pandemic.

PASSED and ADOPTED this 5th day of May, 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: [Warrant Register #38 for the period of 3/11/20 through 3/17/20 in the amount of \\$2,186,908.37. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #38 for the period of 3/11/20 through 3/17/20 in the amount of \$2,186,908.37.
(Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 3/11/20 - 3/17/20. 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>
Casey Gerry Schenk	346790	1,200,000.00	Claim Settlement
The Rawlings Company	346793	250,000.00	Lein Settlement
Baker Electric Inc	346801	140,387.15	Las Palmas Pool Electrical
City of San Diego	346805	201,475.38	Dispatching, 1 st Quarter
D-Max Engineering Inc	346807	84,362.38	Paradise Creek at Kimball Way
Project Professionals Corp	346825	82,964.01	Paradise Creek Park

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$2,186,908.37.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,186,908.37

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 38



WARRANT REGISTER # 38
3/17/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CASEY GERRY SCHENK FRANCANVILA	CLAIM SETTLEMENT	346790	3/16/20	1,200,000.00
DONG, D	REFUND / PURCHASE OF LAPTOPS / MIS	346791	3/16/20	5,283.83
HERNANDEZ, L	RETIREE HEALTH BENEFITS / MARCH 2020	346792	3/16/20	500.00
THE RAWLINGS COMPANY	LEIN SETTLEMENT	346793	3/16/20	250,000.00
ACE UNIFORMS & ACCESSORIES INC	UNIFORM SUPPLY	346794	3/17/20	6,462.31
ALDEMCO	FOOD NUTRITION	346795	3/17/20	5,327.49
ALL FRESH PRODUCTS	FOOD NUTRITION	346796	3/17/20	6,496.36
ALLSTATE SECURITY SERVICES INC	SECURITY SERVICES FOR FEB- FY20	346797	3/17/20	2,881.45
AMAZON	LITERACY SUPPLIES / LIBRARY	346798	3/17/20	29.34
AXON ENTERPRISE INC	EVIDENCE . COM / PD	346799	3/17/20	12,488.64
BAKER & TAYLOR	BOOKS AS NEEDED FOR FY20	346800	3/17/20	1,408.05
BAKER ELECTRIC INC	LAS PALMAS POOL ELECTRICAL	346801	3/17/20	140,387.15
BRODART CO	BOOKS AS NEEDED FOR FY20.	346802	3/17/20	782.96
BRODART CO	BOOKS AS NEEDED FOR FY20.	346803	3/17/20	75.84
CHEN RYAN ASSOCIATES INC	SWEETWATER ROAD	346804	3/17/20	28,589.88
CITY OF SAN DIEGO	DISPATCHING, 1ST QUARTER	346805	3/17/20	201,475.38
DALEY & HEFT LLP	LIABILITY CLAIM COST	346806	3/17/20	1,887.75
DELGADO, E	COMM SERVICES TEEN AND MEDICAL SUPPLIES	346807	3/17/20	208.96
D-MAX ENGINEERING INC	PARADISE CREEK AT KIMBALL WAY	346808	3/17/20	84,362.38
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASES - ENG	346809	3/17/20	13,226.36
FEDEX	SHIPPING & HANDLING LHR - FEDEX / LIBRARY	346810	3/17/20	644.48
HMS CONSTRUCTION INC	HIGHLAND AVE. T.S. MOD.	346811	3/17/20	9,504.26
KIMLEY HORN	8TH & ROOSEVELT	346812	3/17/20	28,367.75
LASER SAVER INC	MOP 45725 PAY FOR REPLACEMENT TONER CART	346813	3/17/20	969.56
LOZANO SMITH LLP	LEGAL SERVICES/DECEMBER 2019	346814	3/17/20	67.50
MATTHEW BENDER & COMP INC	LEGAL PUBLICATION / CAO	346815	3/17/20	1,542.35
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	346816	3/17/20	17.50
MELLADO DESIGNS	POLO SHIRTS FOR STAFF / NSD	346817	3/17/20	158.05
METEAU JR, R	TRAVEL EXPENSE REPORT	346818	3/17/20	131.10
MIDWEST TAPE	AUDIO VISUAL MATERIALS FOR LIBRARY	346819	3/17/20	2,633.39
MOTOROLA SOLUTIONS INC	RADIOS / PD	346820	3/17/20	4,847.03
NV5 INC	GEOTECHNICAL OBSER/TESTING	346821	3/17/20	20,601.41
OFFICE SOLUTIONS BUSINESS	MOP83778 - OFFICE PAPER / LIBRARY	346822	3/17/20	920.82
PEACE OFFICERS RESEARCH	MEMBERSHIP DUES	346823	3/17/20	96.00
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY SVC/ NSD	346824	3/17/20	960.00
PROJECT PROFESSIONALS CORP	PARADISE CREEK PARK	346825	3/17/20	82,964.01
PRUDENTIAL OVERALL SUPPLY	UNIFORM CLEANING SERVICE	346826	3/17/20	154.54
SAN DIEGO GAS & ELECTRIC	SDGE FOR HOLLISTER	346827	3/17/20	234.78
SEAPORT MEAT COMPANY	FOOD NUTRITION	346828	3/17/20	716.98
SMART & FINAL	MOP #45756/OFFICE SUPPLIES/HR	346829	3/17/20	20.07
SMART SOURCE OF CALIFORNIA LLC	MOP 24302 PD	346830	3/17/20	161.65
STAPLES BUSINESS ADVANTAGE	MOP 45740: PAY SECTION 8 OFFICE SUPPLIES	346832	3/17/20	1,593.99
SYSCO SAN DIEGO INC	FOOD NUTRITION	346833	3/17/20	6,118.29
THE COUNSELING TEAM	TRAINING TUITION PEER SUPPORT	346834	3/17/20	299.00
THE COUNSELING TEAM INTERNATIO	TRAINING TUITION MINDFUL DEPARTMENT	346835	3/17/20	1,100.00
U S BANK	CREDIT CARD INVOICE FOR CITY MANAGER BRA	346836	3/17/20	4,188.23
VCA MAIN ST ANIMAL HOSPITAL	ANIMAL CARE / PD	346837	3/17/20	1,307.90



WARRANT REGISTER # 38
3/17/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
A/P Total				2,132,194.77
WIRED PAYMENTS				
PAYCHEX BENEFIT TECH INC	BENETRAC ESR SERVICE BASE FEE - MAR 2020	396899	3/13/20	521.40
ARCO BUSINESS SOLUTIONS	FUEL SVC FOR CITY VEHICLES MAR-20	948768	3/12/20	32,969.88
SECTION 8 HAPS				
		Start Date	End Date	
		3/11/2020	3/17/2020	21,222.32
GRAND TOTAL				<u>\$ 2,186,908.37</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 5TH OF MAY 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #39 for the period of 3/18/20 through 3/24/20 in the amount of \\$2,788,673.66. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #39 for the period of 3/18/20 through 3/24/20 in the amount of \$2,788,673.66.
(Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 3/18/20 - 3/24/20. 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>
HDR Engineering, Inc	346867	142,069.58	Sewer Upzing
La Jolla Pools Inc	346872	60,044.11	Las Palmas Pool Filters and Heater
SDG&E	346906	86,836.61	Gas and Electric Utilities / PW
Whillock Contracting	346928	141,224.92	Paradise Creek Park Site Rem
Public Emp Ret System	31920	253,867.70	Calpers 2/25/20 – 3/9/2020
Admisure Inc	888549	73,537.73	W/C replenishment / Feb 2020

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$2,788,673.66.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,788,673.66.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 39



WARRANT REGISTER # 39
3/24/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
24 HOUR ELEVATOR INC	SERVICE, INSPECT AND MAINTENANCE / PW	346840	3/24/20	4,431.44
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES	346841	3/24/20	7,631.25
BLACK	EDUCATION REIMBURSEMENT	346842	3/24/20	280.00
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES - PW	346843	3/24/20	1,118.09
CHRISTENSEN & SPATH LLP	ATTORNEY SERVICES FOR AFFORDABLE HOUSING	346844	3/24/20	1,012.50
CLEAR WATER TECHNOLOGIES LLC	WATER TREATMENT SERVICE AGREEMENT	346845	3/24/20	950.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	346846	3/24/20	265.59
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS - CHLORINE, ACID TABLETS FOR POOL	346847	3/24/20	3,411.88
CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL & X-RAY	346848	3/24/20	47.00
COUNTYWIDE MECHANICAL	CITY WIDE CATCH BASIN/SUMP CLEANING	346849	3/24/20	885.32
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES,	346850	3/24/20	2,172.85
CSA SAN DIEGO COUNTY	CDBG AGREEMENT: CSA SAN DIEGO COUNTY	346851	3/24/20	2,915.01
DE PASCALE, A	REIMB DEPASCALE TUIT REIMB	346852	3/24/20	1,665.00
D-MAX ENGINEERING INC	T&A#90222 2238 E. 6TH ST.	346853	3/24/20	16,480.86
DONG, D	REFUND / MIS SUPPLIES	346854	3/24/20	340.74
DURAN, D	TUIT REIMB: DURAN	346855	3/24/20	1,553.00
EISER III, G	PROFESSIONAL SERVICES / CAO/2020	346856	3/24/20	6,565.00
ESGIL CORPORATION	ESGIL - INSPECTION & PLAN CHECK SERVICES	346857	3/24/20	41,136.84
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	346858	3/24/20	179.74
FLORES, R	REIMBURSEMENT	346859	3/24/20	65.00
GONZALES, T	MILEAGE REIMBURSEMENT	346860	3/24/20	18.63
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	346861	3/24/20	2,275.39
GREGORY, B	REIMB: GREGORY MEETING SUPPLIES	346862	3/24/20	32.99
GURROLA, VALERIE	PROFESSIONAL SERVICES	346863	3/24/20	9,572.75
GURROLA, VALERIE	PROFESSIONAL SERVICES	346864	3/24/20	6,463.49
HAAKER EQUIPMENT COMPANY	ROTOR NOZZLE	346865	3/24/20	1,537.71
HAMEL, K	EDUCATION REIMBURSEMENT	346866	3/24/20	459.10
HDR ENGINEERING, INC.	SEWER UPZING	346867	3/24/20	142,069.58
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR BUILDING	346868	3/24/20	77.66
INTERNATIONAL ASSOCIATION OF CODE	IACP 2020 DUES	346869	3/24/20	190.00
KNOX SERVICES	KNOX ATTORNEY SERVICES / CAO	346870	3/24/20	111.75
KNOX SERVICES	KNOX ATTORNEY SERVICES/CAO	346871	3/24/20	99.75
LA JOLLA POOLS INC	LAS PALMAS POOL FILTERS AND HEATER WORK-	346872	3/24/20	60,044.11
LASER SAVER INC	MOP 04840 INK CARTRIDGES - PD	346873	3/24/20	698.94
LASHBROOK	REIMB LASHBROOK CLEARS MEMBERSHIP	346874	3/24/20	50.00
LAW OFFICE OF BERNADETTE	LIABILITY CLAIM COSTS	346875	3/24/20	4,226.20
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES - PW	346876	3/24/20	711.72
LOPEZ, J	MILEAGE REIMBURSEMENT	346877	3/24/20	153.30
MAINTEX INC	CITYWIDE JANITORIAL SUPPLIES, PARTS AND	346878	3/24/20	726.34
MAN K9 INC	CANINE TRAINING	346879	3/24/20	1,040.00
MASON'S SAW	MOP 45729 EQUIPMENT SUPPLIES AND REPAIR	346880	3/24/20	679.94
METEAU JR, R	TRAVEL EXPENSE REPORT	346881	3/24/20	16.22
MG ROOFING	ROOFING SERVICES	346882	3/24/20	5,975.00
NAN MCKAY AND ASSOCIATES INC	HOUSING QUALITY COURSE / NSD	346883	3/24/20	2,238.00
NAPA AUTO PARTS	MOP 45735 GENERAL SUPPLIES - PW	346884	3/24/20	53.26
NATIONAL CITY AUTO TRIM	R&M CITY VEHICLES AS NEEDED FY 2020	346885	3/24/20	313.36
NATIONAL CITY CAR WASH	CAR WASH SERVICES FOR CITY FLEET FY 2020	346886	3/24/20	450.00



WARRANT REGISTER # 39

3/24/2020

NATIONAL CITY ELECTRIC	CITYWIDE ON-SITE ELECTRICAL	346887	3/24/20	1,590.00
NATIONAL CITY MOTORCYCLES	SERVICE AND REPAIR FOR EMERGENCY	346888	3/24/20	1,106.80
NATIONAL CREDIT REPORTING	BACKGROUND CHECKS FOR S8 ELIGIBILITY	346889	3/24/20	1,569.45
OFFICE SOLUTIONS BUSINESS	MOP # 83778 OFFICE SUPPLIES FOR S8	346890	3/24/20	477.22
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	346891	3/24/20	14.92
O'REILLY AUTO PARTS	MOP75877 GENERAL SUPPLIES - PW	346892	3/24/20	10.43
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	346893	3/24/20	1,129.38
PENSKE FORD	R&M CITY VEHICLES FOR FY 2019	346894	3/24/20	707.79
PLASCENCIA, M	MILEAGE REIMBURSEMENT	346895	3/24/20	333.62
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES - PW	346896	3/24/20	316.11
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	346897	3/24/20	2,008.83
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY SVC / NSD	346898	3/24/20	1,280.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	346899	3/24/20	886.13
QUEZADA, L	REIMBURSEMENT UNIFORMS/ NSD	346900	3/24/20	31.24
SAN DIEGO COUNTY ASSESSOR	COUNTY RECORDS / NSD	346901	3/24/20	22.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION ROT GUTIERREZ	346902	3/24/20	23.00
SAN DIEGO PET SUPPLY	MOP 2975 PD K9S	346903	3/24/20	404.63
SAN DIEGO UNION TRIBUNE	PAY FOR S8 PUB HRG NOTICE FOR 04/07/20	346904	3/24/20	591.72
SANDAG	ARJIS PHONES OCT NOV DEC 2019	346905	3/24/20	3,350.19
SDG&E	GAS AND ELECTRIC UTILITIES / PW	346906	3/24/20	86,836.61
SHARP REES STEALY MED GROUP	DMV EXAMS	346907	3/24/20	330.00
SHRED IT	SHRED SERVICE	346908	3/24/20	1,216.63
SITEONE LANDSCAPE SUPPLY LLC	MOP 45719 LANDSCAPE SUPPLIES - PW	346909	3/24/20	505.98
SMART & FINAL	CASA DE SALUD YOUTH CENTER SNACKS	346910	3/24/20	146.02
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 OFFICE SUPPLIES - PW	346911	3/24/20	73.95
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	346912	3/24/20	1,206.50
STAPLES BUSINESS ADVANTAGE	MOP 20468 - OFFICE SUPPLIES FOR PD	346913	3/24/20	335.23
SUPERIOR READY MIX	ASPHALT, TACK 3/8 SHEET FY 2020~	346914	3/24/20	2,463.44
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2020	346916	3/24/20	20,337.59
TECHNOLOGY INTEGRATION GROUP	MIS SUPPLIES	346917	3/24/20	402.38
THE STAR NEWS	ADVERTISING NOTICES FOR FY20	346918	3/24/20	133.25
THOMSON REUTERS WEST	THOMSON REUTERS WEST LEGAL UPDATES / CAO	346919	3/24/20	1,028.32
TODD PIPE & SUPPLY LLC	CITYWIDE PLUMBING MATERIALS AND PARTS	346920	3/24/20	700.31
TOPECO PRODUCTS	MOP 63879 GENERAL SUPPLIES - PW	346921	3/24/20	168.86
T'S & SIGNS	COMMUNITY SERVICES STAFF UNIFORMS	346922	3/24/20	355.61
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2020	346923	3/24/20	126.99
UNGAB, S	REIMB: UNGAB MEETING SUPPLIES	346924	3/24/20	32.99
VISTA PAINT	MOP 68834 PAINTING SUPPLIES - PW	346925	3/24/20	457.50
VORTEX INDUSTRIES INC	CITY WIDE ON SITE SERVICE & REPAIRS	346926	3/24/20	1,312.20
WEST PAYMENT CENTER	MOP 84103 - SUPPLIES FOR PD	346927	3/24/20	620.80
WHILLOCK CONTRACTING	PARADISE CREEK PARK SITE REM.	346928	3/24/20	141,224.92
WILLIAMS, E	EDUCATION REIMBURSEMENT	346929	3/24/20	1,183.56
WILLY'S ELECTRONIC SUPPLY	MOP 00351 SUPPLIES FOR PD	346930	3/24/20	172.85
WINNEY, A	TRAVEL EXPENSE REIMBURSEMENT	346839	3/23/20	1,094.33
WSP USA INC	HUD FIVE YEAR CONSOLIDATION PLAN	346931	3/24/20	7,426.05
EISER III, G	PROFESSIONAL SERVICES /CAO/JAN 2020	346932	3/24/20	6,012.50
SDTTC	POSSESSORY TAX LATE FEES - KIMBALL HOUSE	346933	3/24/20	160.39



WARRANT REGISTER # 39
3/24/2020

				A/P Total	625,311.52
WIRED PAYMENTS					
PUBLIC EMP RETIREMENT SYSTEM	CALPERS 02/25/20 - 03/09/20	31920	3/19/20	253,867.70	
ADMINSURE INC	W/C COMPENSATION REPLENISHMENT / FEB 2020	888549	3/23/20	73,537.73	
CITY NATIONAL BANK	ENERGY RETROFIT PROJECT LEASE PAYMENT#40	888552	3/23/20	43,101.10	
PAYROLL					
Pay period	Start Date	End Date	Check Date		
5	2/25/2020	3/9/2020	3/18/2020	1,755,778.57	
GRAND TOTAL				<u>\$2,788,673.66</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 5TH OF MAY 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City approving the First Amendment to the Citizen and Community Participation Plan and authorizing the submission of the Five-Year Consolidated Plan for Program Years \(PY\) 2020 to 2024 and PY 2020 Action Plan to the U.S. Department of Housing and Urban Development \(HUD\) for the Community Development Block Grant \(CDBG\) and HOME Investment Partnerships \(HOME\) Programs. \(Housing Authority\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA

COUNCIL AGENDA STATEMENT

MEETING DATE: May 5, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Public Hearing and Adoption of a Resolution of the City Council of the City of National City approving the First Amendment to the Citizen and Community Participation Plan and authorizing the submission of the Five-Year Consolidated Plan for Program Years (PY) 2020 to 2024 and PY 2020 Action Plan to the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs.

PREPARED BY: Angelita Palma, Acting Housing Manager

DEPARTMENT: Housing Authority

PHONE: 619-336-4219

APPROVED BY: 

EXPLANATION:

See attachment number one for explanation.

FINANCIAL STATEMENT:

The City will receive \$788,787.00 in CDBG and \$356,620.00 in HOME Program entitlement funds for FY 2021-2025. In addition, the City will reprogram \$30,896.95 in program income and \$110,176.89 of CDBG funds from completed projects to FY 2021 Action Plan activities. The City will also reprogram \$144,588.88 in HOME program income received and \$84,453.00 remaining from previously completed projects to FY 2021 Action Plan activities.

ACCOUNT NO.

APPROVED:  **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

The approval of the First Amendment to the Citizen and Community Participation Plan, draft Consolidated Plan and the allocation of grant funds to activities will not result in a direct or reasonable foreseeable physical change in the environment, and is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guideline Section 15060(c)(2). Said actions are also not subject to National Environmental Policy Act of 1969 ("NEPA") pursuant to 24 CFR 58.34(a) and categorically excluded from other requirements found under 24 CFR 58.34(a). However, staff will review individual activities funded to comply with environmental review requirements under CEQA and with NEPA requirements found under 24 CFR parts 50 & 58.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Conduct the Public Hearing and approve the First Amendment to the Citizen and Community Participation Plan and authorize the submission of the Five-Year Consolidated Plan for Program Years and PY 2020 Action Plan to HUD for the CDBG and HOME Programs.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Explanation
2. Public Hearing Notice
3. Action Plan Funding
4. Resolution

City of National City
May 5, 2020
Staff Report Explanation

Public Hearing and Adoption of a Resolution of the City Council of the City of National City approving the First Amendment to the Citizen and Community Participation Plan and authorizing the submission of the Five-Year Consolidated Plan for Program Years (PY) 2020 to 2024 and PY 2020 Action Plan to the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs.

Public Hearing on the First Amendment to the Citizen and Community Participation Plan and second Public Hearing on the draft Five-Year Consolidated Plan for HUD Program Years (PY) 2020 to 2024, and PY 2020 Action Plan will be conducted to review public comments received during the 30-day public review period from March 31 through April 30, 2020 and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Plans.

First Amendment to the Citizen and Community Participation Plan

As an entitlement jurisdiction, Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds the City is required to prepare a Five-Year Consolidated Plan (CP). For the CP the Code of Federal Regulations for HUD requires the City to have a Citizen Participation Plan (CPP). As a HUD grantee an Analysis to Impediments to Fair Housing, which also requires a CPP, or an Assessment of Fair Housing (AFH) Plan. If an AFH is required the City must adopt a Community Participation Plan (CoPP). Generally speaking, the CoPP policies and procedures mirror those of the CPP, with the addition of requirements regarding HUD-provided data and other supplemental information and required consultation with other public and private agencies. The Citizen and Community Participation Plan (CCPP) serves to meet the CPP and CoPP federal requirements concurrently.

The CCPP describes the City's policies and procedures for public involvement in the development of the Five-Year Consolidated Plan and its component Annual Action Plans, the Analysis to Impediments to Fair Housing or Assessment of Fair Housing, amendments to these plans, as well as the CCPP, emergency noticing, and the public review process of the Consolidated Annual Performance and Evaluation Report. The projects described in the Consolidated and Annual Plans use CDBG and HOME HUD funds. The CCPP is a tool to encourage residents, consultants, and other entitlement grant beneficiaries to become involved in the development and evaluation of the plans that outline the housing and community development needs, goals, objectives, and activities for National City.

Significant changes to this CCPP include: additional noticing for the Analysis to Impediments for Fair Housing Choice; a 10-day notice for Public Hearings as required by the Brown Act; and a shortened comment period for substantial amendments to meet HUD's expenditure requirements or address an urgent need or City emergency.

City of National City
May 5, 2020
Staff Report Explanation

Draft Five-Year Consolidated Plan for HUD Program Years (PY) 2020 to 2024 and PY 2020 Action Plan

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to prepare and submit a Five Year Consolidated Plan and Annual Action Plan for its Housing and Community Development Entitlement Programs funded by the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan is a planning document that provides an assessment of National City's community development needs, proposes strategies to address those needs, and identifies specific activities to implement those strategies.

This Five Year Consolidated Plan for HUD covers Program Years (PY) 2020-2024 for the period beginning July 1, 2020 through June 30, 2025. The Consolidated Plan also includes a one year Annual Action Plan that outlines the intended use of resources for Program Year 2020, which is Fiscal Year (FY) 2020-2021. As required by HUD guidelines, the identification of needs and the adoption of strategies to address those needs must focus primarily on low- and moderate-income individuals and households. National objectives and performance outcomes established by HUD are the basis for assigning priorities to needs for which funding may be allocated.

The purpose of the Consolidated Plan is to indicate how Community Planning Development funded programs such as the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program entitlement funds will be used during the Five Year planning cycle. In this document the City establishes priorities for allocating CDBG and HOME funds based on a number of criteria, including urgency of needs, cost efficiency, eligibility of activities and programs, availability of other funding sources to address specific needs, funding program limitations, capacity and authority for implementing actions, and consistency with citywide goals, policies, and efforts.

The PY 2020 Action Plan for FY 2020-2021 outlines how the City intends to spend \$788,787.00 in CDBG and \$356,620.00 in HOME Program entitlement funds. In addition to the funding sources noted above, the City will reprogram \$30,896.95 in program income and \$110,176.89 remaining from previously completed projects for CDBG as well as reprogram \$144,588.88 in HOME program income received and \$84,453.00 remaining from previously completed projects.

City of National City
May 5, 2020
Staff Report Explanation

Submission to HUD

After all public comments have been considered at the Public Hearing on May 5, 2020, the City Council will adopt the amended Citizen and Community Participation Plan, Five-Year Consolidated Plan for HUD Program Years (PY) 2020 to 2024 and PY 2020 Action Plan to submit to HUD.

Document Review

Due to the COVID-19 global pandemic plans are available to the public on the City of National City CDBG and HOME webpage at <http://www.nationalcityca.gov/cdbg-home>.

City of National City
May 5, 2020
Staff Report



PUBLIC NOTICE
CITY OF NATIONAL CITY

**30 DAY PUBLIC REVIEW AND COMMENT PERIOD AND PUBLIC HEARING FOR THE
DRAFT HUD PROGRAM YEAR 2020-2024 CONSOLIDATED PLAN, PROGRAM YEAR 2020
ACTION PLAN, AND CITIZEN AND COMMUNITY PARTICIPATION PLAN**


In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to submit a Program Year (PY) 2020-2024 Five Year Consolidated Plan, a 2020-2021 Action Plan, and a Citizen and Community Participation Plan (CCPP) for its Housing and Community Development Entitlement Programs funded by the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan outlines the City's housing and non-housing community development needs and priorities over the next five years. The Action Plan outlines how the City will spend \$788,787.00 in federal Community Development Block Grant (CDBG) and \$356,620.00 in HOME Investment Partnerships (HOME) Program entitlement funds. In addition to the funding sources noted above, the City will reprogram \$30,896.95 in program income and \$110,176.89 remaining from previously completed projects for CDBG as well as reprogram \$144,588.88 in HOME program income received and \$84,453.00 remaining from previously completed projects. The CCPP is a description of National City's policies and procedures for public involvement in the development of the Five-Year Consolidated Plan and its component Annual Action Plans, amendments to these plans, the public review process for the CAPER, and the Analysis to Impediments of Fair Housing or the Assessment of Fair Housing to the U.S. Department of Housing and Urban Development (HUD).

A 30 day review of the draft HUD Consolidated Plan, Action Plan, and CCPP will be available for public comment March 31 to April 30, 2020 on the City's website www.nationalcityca.gov/cdbg-home. In order to provide an opportunity for public comment during the 30 day review period of these plans you must submit comments referencing the Plan via e-mail to: clerk@nationalcityca.gov.

Notice is hereby given that the City Council of the City of National City will hold a Public Hearing for the HUD Consolidated Plan, Action Plan, CCPP on Tuesday, May 5, 2020 at 6:00 p.m. The purpose of the Public Hearing is provide the opportunity for public comment on the needs and priorities identified for the draft Consolidated Plan, on City Council's recommendations for funding of the CDBG and HOME Program activities for the 2020 Action Plan, and on policies and procedures for public involvement in the draft CCPP.

Public participation is an essential part in the development of the Consolidated, Action Plan, and CCPP. Due to the COVID-19 global pandemic interested persons and community groups are invited to view both Public Hearings live via web-cast at: www.nationalcityca.gov. In order to provide an opportunity for public comment at this meeting, comments may be submitted via e-mail to: clerk@nationalcityca.gov. E-mails that are received by 4:30 p.m. will be distributed to the City Council prior to the meeting. You must reference the Plan you are commenting on. For more information regarding this process, please contact the National City Housing Authority at (619) 336-4219. Hearing impaired persons please use the CAL Relay Service Number 711. Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

Brad Raulston, City Manager
City of National City
March 31, 2020

		Community Development Block Grant and HOME Investment Partnerships Annual Action Plan Funding Recommendations for HUD Program Year 2020 City Fiscal Year 2020-2021	
CDBG Entitlement:	\$788,787.00	HOME Entitlement:	\$356,620.00
CDBG Program Income 2019:	\$ 30,896.95	HOME Program Income 2019:	\$144,588.88
CDBG Reallocation:	\$110,176.89	HOME Reallocation	\$ 84,453.00
Total CDBG funds available:	\$929,860.84	Total HOME funds available:	\$585,661.88
Community Development Block Grant (CDBG) Program			
Public Service Funds Available: \$118,318.05			
Applicant Name	Program Name	FY 2021 Allocation	
Community Services Department	Casa de Salud Youth Afterschool Program	\$ 48,818.00	
National City Public Library	Literacy Services Program	\$ 52,000.00	
Police Department Sponsoring South Bay Community Services	NCPD Support Service: Domestic Violence Response Team	\$ 17,500.05	
Public Service Total:		\$ 118,318.05	
Non-Public Services Funds Available: \$653,785.39			
Applicant Name	Program Name	FY 2021 Allocation	
Neighborhood Services Department	Housing Inspection Program	\$ 120,981.39	
Fire Department	Fire Station 34 Section 108 Loan Payment	\$ 532,804.00	
Non-Public Service Total:		\$ 653,785.39	
Planning and Administration Funds Available: \$157,757.40			
Applicant Name	Program Name	FY 2021 Allocation	
National City Housing Authority	CDBG Program Administration	\$ 122,757.40	
National City Housing Authority Sponsoring CSA San Diego County	Fair Housing and Tenant-Landlord Education	\$ 35,000.00	
Planning & Admin Total:		\$ 157,757.40	
CDBG Total:		\$ 929,860.84	
HOME Investment Partnerships (HOME) Program			
Project Funds Available: \$535,540.99			
Applicant Name	Program Name	FY 2021 Allocation	
National City Housing Authority Sponsoring South Bay Community Services	Tenant Based Rental Assistance Program	\$ 446,940.99	
National City Housing Authority Sponsoring San Diego Habitat for Humanity	San Diego Habitat for Humanity Homeownership Project at 405-419 W. 18th St., National City	\$ 88,600.00	
Total:		\$ 535,540.99	
Planning & Administration Funds Available: \$50,120.89			
Applicant Name	Program Name	FY 2021 Allocation	
National City Housing Authority	HOME Program Administration	\$ 50,120.89	
HOME Total:		\$ 585,661.88	

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE FIRST AMENDMENT TO THE CITIZEN AND COMMUNITY PARTICIPATION PLAN AND AUTHORIZING THE SUBMISSION OF THE FIVE-YEAR CONSOLIDATED PLAN FOR PROGRAM YEARS (PY) 2020 TO 2024 AND PY 2020 ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAMS

WHEREAS, as an entitlement community, the City of National City (“City”) administers the Community Development Block Grant (“CDBG”) and the Home Investment Partnerships Act (“HOME”) Program for the Federal Government under the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, in accordance with the federal regulations at 24 CFR, Part 91, the City is required to prepare First Amendment to the Citizen and Community Participation Plan as required for the Five-Year Consolidated Plan, Analysis to Fair Housing Choice, and the Assessment to Fair Housing Plans to the U.S. Department of Housing and Urban Development; and

WHEREAS, in accordance with the federal regulations at 24 CFR, Part 91, the City is required to prepare and submit a Program Year (PY) 2020 to 2024 Consolidated Plan and PY 2020 Action Plan for Housing and Community Development Programs funded by CDBG and HOME; and

WHEREAS, HUD requires that all CDBG and HOME Program entitlement communities, such as the City, hold one Public Hearing and a 30-day public comment period to solicit input on for the First Amendment to the Citizen and Community Participation Plan; and

WHEREAS, HUD requires that all CDBG and HOME Program entitlement communities hold two (2) Public Hearings and a 30-day public comment period to solicit input on the PY 2020 to 2024 Consolidated Plan, PY 2020 Annual Action Plan; and

WHEREAS, the City Council conducted a duly advertised Public Hearing on May 7, 2019, to receive input from the public regarding the First Amendment to the Citizen and Community Participation Plan; and

WHEREAS, the City Council conducted a duly advertised Public Hearing on March 7, 2020 and May 5, 2020, to receive input from the public on PY 2020 to 2024 Consolidated Plan and PY 2020 Annual Action Plan; and

WHEREAS, the 30-day comment period for the First Amendment to the Citizen and Community Participation Plan, PY 2020 to 2024 Consolidated Plan, and PY 2020 Action Plan occurred from March 31, 2020 to April 30, 2020; and

WHEREAS, the City will incorporate public comments received from the First Amendment to the Citizen and Community Participation Plan; and

WHEREAS, the City will incorporate public comments received into PY 2020 to 2024 Consolidated Plan and PY 2020 Action Plan for the final submission of said Plans; and

**Resolution No. 2020 –
Page Two**

WHEREAS, HUD has notified the City of its PY 2020 City Fiscal Year (FY) 2021 entitlement allocation in the amount of \$788,787.00 for CDBG and \$356,620.00 for the HOME Program that will be appropriated to the PY 2020 Fiscal Year 2021 Action Plan activities, hereto attached as Exhibit “A”; and

WHEREAS, staff has identified and verified the availability of \$110,176.89 in CDBG funds and \$84,453.00 in HOME funds remaining from previous year projects that have been completed to supplement the funding of activities in HUD PY 2020 Fiscal Year 2021 Action Plan as listed on the attached Exhibit “A”; and

WHEREAS, staff has also identified and verified program income from 2019 received from the CDBG Program in the amount of \$30,896.95 and \$144,588.88 for the HOME Program to further supplement the funding of activities in the HUD PY 2020 Fiscal Year 2021 Action Plan as listed in the attached Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of National City hereby adopts the First Amendment to the Citizen and Community Participation Plan as required for the Five-Year Consolidated Plan, Analysis to Fair Housing Choice, and the Assessment to Fair Housing Plans to the U.S. Department of Housing and Urban Development; and

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes Fiscal Year 2021 entitlement funds in the amount of \$788,787.00 for CDBG and \$356,620.00 for the HOME Program to be appropriated to PY 2020 Action Plan activities, as set forth in Exhibit “A”; and

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes the reallocation of \$110,176.89 in CDBG and \$84,453.00 in HOME funds remaining from completed projects to supplement the funding of activities specified in the PY 2020 Fiscal Year 2021 Action Plan, as set forth in Exhibit “A”.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes the allocation of \$30,896.95 in CDBG Program income and \$144,588.88 in HOME Program income to further supplement the funding of activities specified in the PY 2020 Fiscal Year 2021 Action Plan, as set forth in Exhibit “A”.

BE IT FURTHER RESOLVED that the City Council of the City of National City authorizes the submission of the PY 2020 to 2024 Consolidated Plan and PY 2020 Fiscal Year 2021 Action Plan for the expenditure of said funds to the U.S. Department of Housing and Urban Development.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the final submission of the PY 2020 to 2024 Consolidated Plan and PY 2020 Action Plan, certifications, and agreements required by HUD for the full implementation of the activities funded under said Plan.

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**Resolution No. 2020 –
Page Three**

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute budget adjustments as necessary to reflect the funding allocations in the PY 2020 Fiscal Year 2021 Action Plan.

PASSED and ADOPTED this 5th day of May, 2020.


Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

		Community Development Block Grant and HOME Investment Partnerships Annual Action Plan Funding Recommendations for HUD Program Year 2020 City Fiscal Year 2020-2021	
CDBG Entitlement:	\$788,787.00	HOME Entitlement:	\$356,620.00
CDBG Program Income 2019:	\$ 30,896.95	HOME Program Income 2019:	\$144,588.88
CDBG Reallocation:	\$110,176.89	HOME Reallocation	\$ 84,453.00
Total CDBG funds available:	\$929,860.84	Total HOME funds available:	\$585,661.88
Community Development Block Grant (CDBG) Program			
Public Service Funds Available: \$118,318.05			
Applicant Name	Program Name	FY 2021 Allocation	
Community Services Department	Casa de Salud Youth Afterschool Program	\$ 48,818.00	
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Police Department Sponsoring South Bay Community Services	NCPD Support Service: Domestic Violence Response Team	\$ 17,500.05	
Public Service Total:		\$ 118,318.05	
Non-Public Services Funds Available: \$653,785.39			
Applicant Name	Program Name	FY 2021 Allocation	
Neighborhood Services Department	Housing Inspection Program	\$ 120,981.39	
Fire Department	Fire Station 34 Section 108 Loan Payment	\$ 532,804.00	
Non-Public Service Total:		\$ 653,785.39	
Planning and Administration Funds Available: \$157,757.40			
Applicant Name	Program Name	FY 2021 Allocation	
National City Housing Authority	CDBG Program Administration	\$ 122,757.40	
National City Housing Authority Sponsoring CSA San Diego County	Fair Housing and Tenant-Landlord Education	\$ 35,000.00	
Planning & Admin Total:		\$ 157,757.40	
CDBG Total:		\$ 929,860.84	
HOME Investment Partnerships (HOME) Program			
Project Funds Available: \$535,540.99			
Applicant Name	Program Name	FY 2021 Allocation	
National City Housing Authority Sponsoring South Bay Community Services	Tenant Based Rental Assistance Program	\$ 446,940.99	
National City Housing Authority Sponsoring San Diego Habitat for Humanity	San Diego Habitat for Humanity Homeownership Project at 405-419 W. 18th St., National City	\$ 88,600.00	
Total:		\$ 535,540.99	
Planning & Administration Funds Available: \$50,120.89			
Applicant Name	Program Name	FY 2021 Allocation	
National City Housing Authority	HOME Program Administration	\$ 50,120.89	
HOME Total:		\$ 585,661.88	

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City Establishing Local Campaign Contribution Limits. \(City Clerk and City Attorney\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO. _____

ITEM TITLE:

Public Hearing and Adoption of an Ordinance of the City Council of the City of National City Establishing Local Campaign Contribution Limits. (City Clerk and City Attorney)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk / City Attorney

PHONE: (619) 336-4226

APPROVED BY: M. Dalla 

EXPLANATION:

On October 1, 2019, the City Council directed the City Attorney to prepare a Campaign Contribution Ordinance for City Council consideration that would:

- Establish a \$1,000 contribution limit per individual, business or union, and a \$2,000 contribution limit per political party for local candidates in City elections.
- The Ordinance was introduced for first reading at the City Council Meeting of April 21, 2020, and is presented for second reading and adoption on May 5, 2020.
- If adopted, the effective date of the Ordinance will be January 2021.

Explanation is continued on attached page.

FINANCIAL STATEMENT:

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ACCOUNT NO.

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☒

STAFF RECOMMENDATION:

Conduct the Public Hearing and Adopt the Ordinance.

ATTACHMENTS:

Explanation
PowerPoint Slide
Ordinance

EXPLANATION (continued)

At the October 1, 2019 meeting of the City Council, a presentation was made by the City Clerk regarding Campaign Contributions in National City elections. Data was presented showing a dramatic increase in campaign contributions made to National City candidates during the last four Municipal Election cycles (2012–2018).

Some of the key facts contained in the City Clerk's presentation were:

- 67% of the cities in San Diego have Campaign Contribution Limit Ordinances.
- Contribution Limits range from \$100 in Poway to \$4,300 in Escondido.
- The average contribution limit for all twelve (12) cities is \$750.00.
- Half of the cities do not allow contributions from businesses.
- Total Candidate Contributions in National City increased by over 2900% from 2012 to 2018.
- The average contribution per National City Candidate in 2018 was a record \$49,666.
- 88% of Candidate Contributions in 2018 were from outside of National City.

Based on the information and data presented, the City Clerk recommended that the City Council consider joining with other cities within the County and State, and adopt a local Campaign Contribution Limit Ordinance, by approving the following:

ACTION TAKEN: The City Council directed that 1) The City Attorney prepare a draft Campaign Contribution Limit Ordinance for Council review and possible adoption, with a recommended effective date of January 2021; 2) That the contribution limit in the Ordinance be established at \$1,000 per individual, business or union and \$2,000 per political party; 3) That the Ordinance include a mechanism for annual automatic adjustments based on changes in the Consumer Price Index (CPI).

According to the City Clerk, such an Ordinance, “would be an important step toward ensuring that our local elections remain honest and fair by placing realistic and enforceable limits on the amount of money that may be contributed to political campaigns, preventing improper or undue influence by contributors, and to help maintain public trust in the electoral process”.

The chart on the following page shows National City in relation to the other Cities in the County if the Ordinance is adopted.

JURISDICTION

CONTRIBUTION LIMIT

NOTES

Chula Vista.....	\$350 Per Individual \$1,190 Per Political Party	No Businesses, PAC's, Unions
Coronado.....	\$200 Per Individual No Limit on Political Parties	No Businesses
Del Mar.....	\$200 Per Individual / Entity \$2,500 Per Political Party	No Businesses
Encinitas	\$250 Per Individual	
Escondido.....	\$4,300 Per Individual, Business, Union, Political Party	
Lemon Grove.....	\$1,090 Per Individual, Business, Union, Political Party	
NATIONAL CITY.....	\$1,000 Per Individual, Business, Labor Union \$2,000 Per Political Party (includes PAC's)	
Poway.....	\$100 Per Individual	
San Diego.....	\$600 Per Individual (Council) \$1,150 Per Individual (Mayor)	No Businesses
San Marcos.....	\$250 Per Individual \$500 Per Political Party	No Businesses
Santee.....	\$700 Per Individual	
Solana Beach.....	\$180 Per Individual	
Vista.....	\$480 Per Individual	No Businesses
County of San Diego.....	\$850 Per Individual	

ORDINANCE NO. 2020 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADDING CHAPTER 2.75, TITLED, "ELECTION CAMPAIGN REGULATIONS", TO THE NATIONAL CITY MUNICIPAL CODE

WHEREAS, in order to protect the integrity of the electoral process, and to serve the best interests of the people of National City, it is the desire of the City Council to adopt realistic and enforceable regulations applicable to political campaign contributions; and

WHEREAS, such regulations may be enacted pursuant to the authority granted to the City by Article XI, Section 7 of the California Constitution, and are specifically authorized by Sections 81013 and 85703(a) of the Government Code, found in the Political Reform Act of 1974; and

WHEREAS, the regulations hereby enacted are intended to supplement the provisions of state law with regard to the making, acceptance, expenditure, and reporting of campaign contributions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY HEREBY ORDAINS AS FOLLOWS:

Section 1. That Chapter 2.75 is added to the National City Municipal Code, to read as follows:

CHAPTER 2.75 ELECTION CAMPAIGN REGULATIONS

Sections

- 2.75.010 Purpose and Intent
- 2.75.020 Definitions
- 2.75.030 Campaign Contributions – Limitations and Exclusions
- 2.75.040 Campaign Expenditures – Uncontrolled by Candidate or Committee
- 2.75.050 Retention of Records
- 2.75.060 Electioneering
- 2.75.070 City Measures -- Exemption
- 2.75.080 Duties of City Clerk
- 2.75.090 Effect of Receipt of Funds on Voting
- 2.75.100 Enforcement Authority
- 2.75.110 Enforcement – Criminal or Civil Liability
- 2.75.120 Enforcement – Administrative
- 2.75.130 Civil Actions by Residents
- 2.75.140 Time for Commencement of Actions

2.75.010 Purpose and Intent. It is the purpose and intent of the City Council in enacting this Chapter:

- A. To place realistic and enforceable limits on the amounts of money that may be contributed to political campaigns in City elections.
- B. To preserve an orderly political forum in which individuals may express themselves effectively.
- C. To prevent the exercise by campaign contributors of potential undue or improper influence over elected officials.
- D. To promote participation in government and foster trust that the democratic process is not subverted by affluent special interest groups.
- E. To provide for the full and fair enforcement of the provisions of this chapter.

2.75.020 Definitions. For the purposes of this chapter, the words and phrases used herein shall have the meanings ascribed to them by the Political Reform Act of 1974, Government Code Section 82000 et seq., except as follows:

- A. "Candidate" applies to persons seeking an elective City office.
- B. "City Election" means any primary, general, or special election, including recall election, held within the City of National City, for elective City office.
- C. "Committee" means a candidate's controlled committee or a committee formed primarily to support or oppose a candidate, or a city general purpose committee active only in the City.
- D. "Contribution" shall have the same meaning as set forth in Government Code Section 82015, but with respect to an election for City office, except that the exclusion set forth therein for costs of a meeting or fund-raising event in the home or office of the occupant shall be limited to costs of \$1,000.00 or less.
- E. "Controlled Committee" means a committee which is controlled directly or indirectly by a candidate or which acts jointly with a candidate or controlled committee in connection with the making of expenditures. A candidate controls a committee if he or she, his or her agent, or any other committee he or she controls, has a significant influence on the actions or decisions of the committee.
- F. "Electioneering" means the visible display or audible dissemination of information that advocates for or against any candidate.
- G. "Elective City Office" means member of the City Council, including the Mayor.
- H. "Enforcement Authority" means the special counsel, officer, agent, or entity designated by action of the City Attorney to enforce the provisions of this chapter. Nothing in this chapter shall be construed as limiting the authority of any law enforcement agency or prosecuting attorney from enforcing the provisions of this chapter where such law enforcement agency or prosecuting attorney otherwise has lawful authority to do so.

- I. "Expenditure" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure is made on the date the payment is made or on the date consideration, if any, is received, whichever is earlier.
- J. "General Purpose Committee" shall have the same meaning as set forth in Government Code Section 82027.5.
- K. "Independent Committee" means a committee that receives contributions or makes expenditures for the purpose of influencing or attempting to influence a City election, which is not made with the cooperation, consultation, or in concert with, or at the request or suggestion of, any candidate or his or her committee, or any of their agents.
- L. "Individual" means a natural person, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, labor union, committee, and any other organization or group of persons acting in concert, who meets the definition set forth in Government Code Section 82047. "Individual" does not include a Political Party Committee, a Political Action Committee, or an Independent Committee.
- M. "Political Action Committee" means an organization that pools campaign contributions from members and donates those contributions to campaigns for or against candidates or ballot measures.
- N. "Party Committee" means the state central committee or county central committee of an organization that meets the requirements for recognition as a political party pursuant to Section 5100 or 5151 of the Elections Code.

2.75.030 Campaign Contributions – Limitations and Exclusions.

- A. Contributions by individuals to candidates or controlled committees. No individual shall make any contribution to a candidate and/or the candidate's controlled committee, with respect to any single City election, which will cause the total amount contributed by such individual to the candidate and the candidate's controlled committee, when combined, to exceed \$1000.00 in a calendar year.
- B. Acceptance or solicitation by candidates or controlled committees from individuals. No candidate or controlled committee, including the candidate's campaign treasurer, shall solicit or accept any contribution from any individual with respect to any single City election, which will cause the total amount contributed by such individual to the candidate and the candidate's controlled committee, when combined, to exceed \$1000.00 in a calendar year.
- C. Contributions by candidates. The provisions of subsections A and B of this section shall not apply to contributions from a candidate to his or her controlled committee, nor to the expenditure by the candidate of his or her personal funds on behalf of his or her own candidacy.

- D. Contributions by political party committees, political action committees and independent committees to candidates or controlled committees. No political party committee, political action committee or independent committee, shall make any contribution to a candidate and/or the candidate's controlled committee, with respect to any single City election, which will cause the total amount contributed to the candidate and the candidate's controlled committee, when combined, to exceed \$2,000 in a calendar year.
- E. Acceptance or solicitation by candidates or controlled committees from political party committees, political action committees and independent committees. No candidate or controlled committee, including the candidate's campaign treasurer, shall solicit or accept any contribution from any political party committee, political action committee, or independent committee, with respect to any single City election, which will cause the total amount accepted by such political party committee, political action committee, or independent committee to the candidate and the candidate's controlled committee, when combined, to exceed \$2,000 in a calendar year.
- F. Family contributions. Contributions by spouses shall be treated as separate contributions and shall not be aggregated. Contributions by children under 18 years of age shall be treated as contributions attributed equally to each parent or guardian.
- G. Applicability of section to candidate and committees. The provisions of this section are applicable to any contributions made to a candidate or controlled committee whether used by such candidate or controlled committee to finance a current campaign, to pay debts incurred in prior campaigns, or otherwise.
- H. Contributions by city contractors. No individual who contracts with the City of National City, either for the rendition of personal services or for the furnishing of any materials, supplies, or equipment to the City, or for the sale or lease of any land or building, to or from the City, shall make any contribution to a City candidate or controlled committee at any time between the commencement of negotiations for and (i) the completion of performance of such contract or (ii) the termination of negotiations for such contract, whichever occurs later.
- I. Contributions from City employees.
 - 1. It is unlawful for a candidate or a candidate's controlled committee, to solicit, directly or indirectly, a contribution from a City employee with knowledge that the person from whom the contribution is solicited is a City employee.
 - 2. This subsection shall not prohibit a candidate or a candidate's controlled committee from soliciting contributions from City employees if the solicitation is part of a solicitation made to a significant segment of the public that may include City employees, and the solicitation does not otherwise violate the provisions of this chapter.

3. Nothing in this subsection prohibits a City employee from making a contribution to a candidate, and nothing in this subsection prohibits a candidate from accepting a contribution from a City employee.

4. As used in this subsection, the term "City employee" means any employee of the City of National City (City) or any of its organizational subdivisions, agencies, offices, boards, or commissions.

- J. Aggregation of contributions from different individuals financed, maintained, or controlled by same individual. Contributions from different individuals, but which are financed, maintained, or controlled by the same individual, shall be aggregated for purposes of the contribution limits of subsections A and B of this section. All contributions made by an individual whose contribution activity is financed, maintained, or controlled by an individual, shall be deemed to be made by the same individual.
- K. A contribution drawn from a checking account or credit card account held by an individual doing business as a sole proprietorship is considered a contribution from that individual for purposes of this subsection, and may lawfully be received by a candidate for elected City office. A non-monetary contribution in the form of goods and services donated by an individual doing business as a sole proprietorship is considered a contribution from that individual for purposes of this subsection, and may lawfully be received by a candidate for elective City office.
- L. Adjustments for cost of living. The campaign contribution limits and contribution acceptance and solicitation limits specified in subsections A, B, C and D of this section shall be adjusted in February of each odd-numbered year commencing in 2023, for changes in the Consumer Price Index (CPI) over the previous two-year period. The City Clerk shall apply the annual percent change in the CPI for All Urban Consumers (CPI-U) for the San Diego Metropolitan Area to determine the appropriate rate of increase or decrease. Adjustments made pursuant to this subsection shall be rounded to the nearest \$5.00.

2.75.040 Campaign Expenditures - Uncontrolled by Candidate or Committee. Persons or organizations not subject to the control of a candidate or committee, but who make independent expenditures for or against a candidate or committee, shall indicate clearly on any material published, displayed, or broadcast the names of the persons or organizations who made the expenditures, the true names of any persons on whose behalf the expenditures were made, and that the expenditures were not authorized by a candidate or committee.

2.75.050 Retention of Records. The candidate, committee, or authorized agent thereof shall retain all campaign records for a period of three (3) years after the election.

2.75.060 Electioneering. It is unlawful for any person to participate in electioneering as a candidate, for a candidate, committee, or any other election campaign on City-owned property or at a City-hosted or City-sponsored event. This includes, but is not limited to, any of the following:

- A. A display of a candidate's name, likeness, or logo.
- B. A display of a ballot measure number, title, subject, or logo.

- C. Distribution of buttons, hats, pencils, pens, shirts, signs, or stickers containing electioneering information.
- D. Dissemination of audible electioneering information.

2.75.070 City Measures - Exemptions. This chapter shall not apply to contributions or expenditures by a person or committee on behalf of a committee supporting or opposing a City measure.

2.75.080 Duties of City Clerk. In addition to other duties of the City Clerk under the terms of this chapter, the City Clerk must:

- A. Supply appropriate forms and manuals prescribed by the California Fair Political Practices Commission (FPPC). These forms and manuals must be furnished to all candidates and committees, and to all other persons required to report;
- B. Determine whether required documents have been filed, and if so, whether they conform with the requirements of state law;
- C. Notify promptly all persons and known committees who have failed to file a document in the form and at the time required by state law;
- D. Report apparent violations of this chapter and applicable state law to the Enforcement Authority;
- E. Compile and maintain a current list of all statements or parts of statements filed with the City Clerk's office pertaining to each candidate and each measure;
- F. Cooperate with the City Attorney and Enforcement Authority in the performance of the duties of the Enforcement Authority as prescribed in this chapter and applicable state laws.

2.75.090 Effect of Receipt of Funds on Voting. Within twelve (12) months after receiving a campaign contribution or other income totaling \$1,000.00 or more from any source, no holder of elective City office shall make, participate in making, or attempt to influence, any government decision or action that will have a reasonably foreseeable material financial effect on the campaign contributor or other source of income that is distinguishable from its effect on the public generally, or on a significant segment of the public, as defined in the Political Reform Act of 1974.

2.75.100 Enforcement Authority.

- A. Role of City Attorney. The City Attorney shall not investigate or prosecute any alleged violations of this chapter, but shall defend the constitutionality and legality of this chapter in any civil proceedings in which the City or City Council is a party.
- B. Role of special counsel. Review of complaints of violation of this chapter and criminal prosecution, shall be conducted only by special counsel who shall be the District Attorney, the Attorney General, or such other qualified and independent special counsel, or combination of the foregoing, as may be

appointed by the City Attorney. All special counsel shall have the authority to prosecute any and all Municipal Code violations of this chapter. However, special counsel other than the Attorney General or District Attorney, shall not have authority to prosecute matters exclusively within the powers of the Attorney General or District Attorney under Government Code Section 91001. Special counsel shall also conduct civil litigation to compel compliance with this chapter or to enjoin conduct in violation of this chapter, and shall conduct administrative enforcement under Section 2.75.120 of this chapter.

- C. Appointment of special counsel. At least ninety (90) days prior to a City election, special counsel shall be appointed by the City Attorney. Should the appointment of additional special counsel become necessary or appropriate, the City Attorney may appoint such additional special counsel as may be required. The appointment of special counsel shall be in writing, and copies of the written appointment shall be provided to the City Council, City Manager, and City Clerk. The cost of special counsel shall be paid from the City general fund. Any activity by the special counsel in accordance with this chapter, shall not be subject to review or control by the City Attorney or City Council.
- D. Initiation of investigations. Any person residing in the City who believes that a violation of this chapter has occurred, may file a written complaint requesting investigation of such violation by the special counsel. If the special counsel determines that there is reason to believe a violation of this chapter has occurred, the special counsel shall conduct an investigation and may commence such civil criminal, or administrative legal action as he or she deems necessary for the enforcement of this chapter.
- E. Investigative powers of special counsel. The special counsel shall have such investigative powers as are necessary for the performance of duties described in this article, and may be furnished records of campaign contributions and expenditures of any person or committee. In the event that production of such records is refused, the special counsel may commence civil litigation to compel such production.
- F. Immunity of special counsel. The special counsel shall be immune from liability for enforcement of this chapter.

2.75.110 Enforcement – Criminal or Civil Liability.

- A. Criminal and civil liability. Any knowing or willful violation of any provision of this chapter may be prosecuted either as an infraction or misdemeanor, at the discretion of the prosecutor. In addition to any other penalty provided by law, any willful or knowing failure to report truthfully any contribution or expenditure, shall be punishable by a fine of not less than \$1,000.00. The campaign treasurer of any committee shall be both criminally and civilly liable for any violation of this article by the committee. In addition, the candidate shall be both criminally and civilly liable for any violation by a committee controlled by the candidate.
- B. Forfeiture of contributions. In any legal action brought under this chapter for injunctive relief or civil liability, where it is determined that a candidate or committee has accepted a contribution or contributions in excess of the applicable limits set forth in this chapter, the full amount of said contribution(s)

shall be forfeited to the City's general fund. If funds are not available in the election campaign account for this purpose, the candidate or campaign treasurer shall be personally liable to pay said amount to the City's general fund.

2.75.120 Enforcement – Administrative

- A. Additional to other remedies. The remedies provided for by this section are in addition to all other legal remedies, civil or criminal, which may be pursued by the City to address any violation of this chapter.
- B. Notice and order. Whenever the special counsel appointed pursuant to Section 2.75.100, determines that there is probable cause that a violation of one or more provisions of this chapter has occurred or exists, a written notice and order may be issued to the alleged violator.
- C. Contents of notice and order. The notice and order shall refer to the code section violated and describe how the sections are or have been violated, and the dates of all violations. The notice and order shall also state a date, time and place for a hearing which shall be held no fewer than ten (10) days following service of the notice.
- D. Service of Notice and Order. The notice and order shall be served upon the alleged violator by personal service, or by certified mail, with postage prepaid and return receipt requested.
- E. Designation of Hearing Officer. The City Attorney shall designate a hearing officer, who shall not be a City employee. The compensation of the hearing officer, if any, shall be paid by the City. The retention and compensation of the hearing officer shall not be directly or indirectly conditioned upon the outcome of the hearing.
- F. Violation established by preponderance of evidence. At the hearing, the hearing officer shall consider whether a preponderance of evidence demonstrates the existence of a violation.
- G. Conduct of Hearing. Hearings shall be conducted in an expeditious manner to enable all interested parties to present relevant evidence. Formal rules of evidence shall not be applied. Time limits for presenting evidence, order of testimony, handling of exhibits, and similar matters, shall be determined at the discretion of the hearing officer. The alleged violator or any other interested persons may present testimony or documentary evidence concerning the existence of the violations, and the alleged violator may cross-examine witnesses. The hearing officer may continue the hearing to obtain additional evidence, or for other good cause.
- H. Failure to attend hearing. Failure of the alleged violator to attend the hearing shall constitute an admission of the violation by the alleged violator and a failure to exhaust administrative remedies that may bar judicial review.
- I. Decision by hearing officer. After considering all the testimony and the evidence submitted at the hearing, the hearing officer shall issue a written

decision, including findings regarding the existence of each violation, the reasons for the decision, and providing notice of the right to judicial review. The written decision shall be issued within thirty (30) days of the conclusion of the hearing, and served on the alleged violator within ten (10) days of its issuance. The decision shall be final upon service upon the alleged violator, subject only to judicial review as permitted by law.

- J. Imposition of penalty. If the hearing officer finds by a preponderance of the evidence that the alleged violator committed the violation, the hearing officer shall impose a penalty and a date the penalty and any costs of the hearing shall be due and payable by the violator.
- K. Amount of penalty. The administrative penalty for a violation of this chapter shall be a maximum \$1,000.00 per violation, and the maximum total penalty shall not exceed \$10,000.00. In determining the amount of penalty to be imposed, the hearing officer shall consider the following factors: duration of the violation, frequency of recurrence of the violation, seriousness of the violation, history of violations, good faith effort of the violator to correct the violation, economic effect of the violation on the violator, impact of the violation on the community and the City, and any other relevant factors that justice may require.
- L. Failure to pay penalty. Upon the failure of any person to pay the assessed administrative penalty by the date specified in the hearing officer's decision, the unpaid amount shall constitute a personal obligation of the violator. The City Attorney shall collect the obligation by use of any appropriate legal means.
- M. Judicial review. Any person subject to the decision of the hearing officer, may obtain judicial review of the decision pursuant to the provisions of Government Code Section 53069.4.

2.75.130 Civil Actions by Residents.

- A. Any resident of the City may bring a civil action regarding the provisions of this chapter, as follows:
 - 1. To enjoin an actual or threatened violation;
 - 2. To compel compliance by a private person;
 - 3. To obtain declaratory relief.
- B. Any action brought under this Section 2.75.130, shall be commenced within six (6) months of the time the alleged violation occurred.

2.75.140 Time for Commencement of Actions. Except as provided in Section 2.75.130, any action brought alleging violation of this chapter must be commenced within two (2) years of the date of the alleged violation.

Section 2. That this Ordinance shall become effective on January 1, 2021.

PASSED and ADOPTED this 5th day of May, 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 initiating proceedings for the levy and collection of assessments for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2020/21. \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City initiating proceedings for the levy and collection of assessments for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2020/21.

PREPARED BY: Raymundo Pe, Principal Planner
PHONE: 619-336-4421

DEPARTMENT: Community Development
APPROVED BY: 

Armando Vergara
Director of Comm. Dev.

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District, including landscaping, signage, and lighting. Each year, the City Council considers the adoption of resolutions to allow the District to continue operating with funding through a special tax levy on properties within the District.

The resolution would initiate proceedings for the District for Fiscal Year 2020/21. The Mile of Cars Association has approved the scope of work, the proposed assessment, and the District budget based on the Engineer's Report, an annual report that identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. There are no changes or additions to the maintained improvements for the coming fiscal year. The proposed total assessment of \$155,463.48 is an increase of approximately 2.8 percent above the prior year total assessment. The City's consultant and City administrative costs are paid from the District's assessment funds.

FINANCIAL STATEMENT: Not applicable

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This activity is not a project as defined in Section 15378 of the California Code of Regulations; therefore, no further action is required under the California Environmental Quality Act.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐ Not applicable.

STAFF RECOMMENDATION:

Adopt the resolution to initiate proceedings.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF
ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1
(MILE OF CARS) FOR FISCAL YEAR 2020/2021**

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the City’s Landscape Maintenance District No. 1 (Mile of Cars) (the “Assessment District”); and

WHEREAS, the City of National City has retained a consultant for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, AS FOLLOWS:

1. Annual Report: The consultant has prepared and filed with the City Clerk the Engineer’s Report concerning the levy and collection of assessments within the Assessment District for the Fiscal Year commencing July 1, 2020 and ending June 30, 2021.
2. New Improvements or Changes to Existing Improvements: There are no changes to existing improvements nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

PASSED AND ADOPTED this 5th day of May, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil 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 the Engineer's Report for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2020/21. \(Planning\)](#)
Please scroll down to view the backup material.

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


MEETING DATE: May 5, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City approving the Engineer's Report for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2020/21.

PREPARED BY: Raymundo Pe, Principal Planner
PHONE: 619-336-4421

DEPARTMENT: Community Development
APPROVED BY: 
Armando Vergara
Director of Comm. Dev.

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District, including landscaping, signage, and lighting. Each year, the City Council considers the adoption of resolutions to allow the District to continue operating with funding through a special tax levy on properties within the District.

The resolution would approve the Engineer's Report, an annual report that identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. The Mile of Cars Association has approved the scope of work, the proposed assessment, and the District budget. There are no changes or additions to the maintained improvements for the coming fiscal year. The proposed total assessment of \$155,463.48 is an increase of approximately 2.8 percent above the prior year total assessment. The City's consultant and City administrative costs are paid from the District's assessment funds.

FINANCIAL STATEMENT: Not applicable

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This activity is not a project as defined in Section 15378 of the California Code of Regulations; therefore, no further action is required under the California Environmental Quality Act.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐ Not applicable.

STAFF RECOMMENDATION:

Adopt the resolution approving the Engineer's Report.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Engineer's Report
2. Resolution

CITY OF NATIONAL CITY

Fiscal Year 2020/21 Engineer's Report For:

Landscape Maintenance District No. 1 (Mile of Cars)

April 2020

CITY OF NATIONAL CITY

LANDSCAPE MAINTENANCE DISTRICT NO. 1

(MILE OF CARS)

**1243 National City Boulevard
National City, CA 91950
Phone - (619) 336-4241
Fax - (619) 336-4239**

CITY COUNCIL

Alejandra Sotelo-Solis, Mayor

Mona Rios, Vice Mayor

Jerry Cano, Councilmember

Gonzalo Quintero, Councilmember

Ron Morrison, Councilmember

CITY STAFF

Brad Raulston, City Manager

Tony Winney, Deputy City Manager

Raymond Pe, Principal Planner

DISTRICT STAFF

Leslie Larranaga-Britt, Executive Director

NBS

Pablo Perez, Project Director

Adina McCargo, Project Manager

John Egan, Assessment Engineer

TABLE OF CONTENTS

1. Engineer's Letter.....	1
2. Overview.....	2
2.1 Introduction.....	2
2.2 Description of the District Boundaries	2
2.3 Description of Improvements	2
2.4 Description of Maintenance.....	3
3. Estimate of Costs	4
3.1 District Budget.....	4
3.2 Reserves	4
4. Assessment Diagram.....	6
5. Assessments	7
5.1 Method of Apportionment.....	7
5.2 Maximum Annual Assessment Rates	11
5.3 Assessment Roll.....	12

1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of National City (the "City"), State of California, directed NBS to prepare and file a report presenting plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "District") for Fiscal Year 2020/21. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and

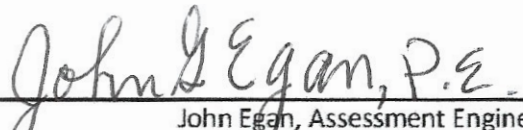
WHEREAS, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The Fiscal Year 2020/21 assessment is not proposed to increase by more than the 10% annual increase approved at formation of the District over the Fiscal Year 2019/20 maximum assessment.

NOW THEREFORE, only special benefits are assessed and any general benefits have been separated from the special benefits for purposes of this report. The following assessment is made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

Summary of Assessment	Fiscal Year 2020/21 Amounts
Annual Budget	\$169,665.40
(Less) General Benefit Contribution by the City	(14,201.92)
Annual Assessment⁽¹⁾	\$155,463.48

⁽¹⁾ Amount shown is prior to truncating and rounding. Refer to Assessment Roll in Section 5.3 for final total figure.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the assessments herein have been prepared and computed in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation.


John Egan, Assessment Engineer



2. OVERVIEW

2.1 Introduction

The City formed the District in 1995 to provide maintenance services to benefit certain parcels in the City. The levies are made pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highway Code (the “Act”).

The City designated the Mile of Cars Association as the entity that maintains and administers the improvements and services funded by the District. The Engineer’s Report (the “Report”) describes the District and the annual assessment per parcel for Fiscal Year 2020/21, which is based on the historical and estimated costs to maintain the improvements and provide the services that benefit parcels within the District.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number by the San Diego County Assessor’s Office. The San Diego County Auditor-Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments at a noticed public hearing, and following review of the Report, the City Council may confirm the Report as submitted, and may order the levy and collection of assessments for Fiscal Year 2020/21. If approved, the assessment information shall be submitted to the County Auditor-Controller, and included on the property tax roll for each benefiting parcel for Fiscal Year 2020/21.

2.2 Description of the District Boundaries

The District’s improvements are generally located along National City Boulevard and bounded by 18th Street to the north and 33rd Street and State Route 54 (SR 54) to the south.

2.3 Description of Improvements

A general description of the improvements to be maintained under these proceedings is described as follows, but, shall not be limited to:

1. Median Improvements
 - Landscape planting and irrigation
 - Colored concrete hardscape
 - Lighting system
 - Graphic panels, banners and signage
 - Painted crosswalks
 - Identification sign at 23rd Street and McKinley Avenue

2. Frontage Improvements

- Improvements to parkways on both sides of National City Boulevard between 18th Street and 33rd Street
- Landscape planting and irrigation
- Colored concrete sidewalks and mow curbs
- Street furniture

2.4 Description of Maintenance

The maintenance of the improvements shall include the furnishing of services and materials for the ordinary and usual maintenance and servicing of the improvements, including but shall not be limited to:

1. General Plant Maintenance

- Mowing, trimming, pruning and weeding
- Watering, including water usage
- Fertilizing
- Plant replacement
- Periodic skinning of palm trees

2. Maintenance of Irrigation System

- Adjustment of timers
- Repair/replacement of worn-out, stolen or malfunctioning equipment

3. Periodic restriping of decorative crosswalks

4. Periodic repainting of metal benches and trash receptacles

5. Periodic repainting and repair of light poles, graphic panels, signage and other miscellaneous equipment

6. Maintenance of electrical system

- Bulb replacement
- Repair/replacement of worn out or malfunctioning equipment
- Electrical energy charges

7. Litter removal

8. Trash pick-up

9. Other repairs of damage caused by vandalism and/or traffic accidents

3. ESTIMATE OF COSTS

3.1 District Budget

The cost of servicing, maintaining, repairing and replacing the improvements as described in the Description of Maintenance are summarized in the table below. Estimated expenditures are shown along with the incidental expenses to be funded by the District.

The following table summarizes the components that make up the Fiscal Year 2020/21 estimate of costs for the District:

Description	Median Improvements	Frontage Improvements	Total
<u>Maintenance Costs</u>			
1. Lawn planting care	\$0.00	\$42,678.29	\$42,678.29
2. Median planting care	21,863.06	0.00	21,863.06
3. Palm tree maintenance	7,500.00	7,500.00	\$15,000.00
4. Water usage	13,836.67	13,836.67	27,673.34
5. Refurbishment of graphic panels	20,000.00	0.00	20,000.00
6. General maintenance of electrical system/lights	3,046.11	0.00	3,046.11
7. Electrical usage	15,000.00	0.00	15,000.00
8. Refurbishment of decorative crosswalks	250.00	250.00	500.00
9. Reserves	<u>250.00</u>	<u>250.00</u>	<u>500.00</u>
Total Cost of Annual Maintenance:	\$81,745.84	\$64,514.96	\$146,260.80
<u>Incidental Expenses</u>			
A. Administration	\$3,750.00	\$3,750.00	\$7,500.00
B. Other contractual obligations ⁽¹⁾	4,950.00	4,950.00	9,900.00
C. Engineering	0.00	0.00	0.00
D. City expenses	2,750.00	2,750.00	5,500.00
E. Consultant fees	250.00	250.00	500.00
F. County collection fees	<u>2.30</u>	<u>2.30</u>	<u>4.60</u>
Total Incidentals:	\$11,702.30	\$11,702.30	\$23,404.60
Total Estimated Annual Cost:	\$93,448.14	\$76,217.26	\$169,665.40
(Less) General Benefit Contribution⁽²⁾:	<u>(\$7,937.52)</u>	<u>(\$6,264.40)</u>	<u>(\$14,201.92)</u>
TOTAL ANNUAL ASSESSMENT⁽³⁾:	\$85,510.62	\$69,952.86	\$155,463.48

⁽¹⁾ Includes legal, accounting and advertising.

⁽²⁾ General benefit contribution will be funded from other sources and is not being paid from annual assessments.

⁽³⁾ Amounts shown are prior to truncating and rounding. Refer to Assessment Roll in Section 5.3 for final total figure.

3.2 Reserves

The City may establish and collect reserve funds for the District in order to pay for the maintenance and servicing of the improvements prior to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later.

The fund may be allowed to accumulate in anticipation of any unforeseen expenses not included in the yearly maintenance costs.

The following table details the current and projected reserve balances:

Reserve Balance 12/31/2019	Reserve Collection/Reduction for FY 2020/21	Reserve Balance Projection 6/30/2021
\$93,782.00	\$500.00	\$94,282.00

4. ASSESSMENT DIAGRAM

The Assessment Diagram sets forth (a) the exterior boundaries of the District and (b) the lines of each lot or parcel of land within the District. The Assessment Diagram further identifies each lot or parcel by a distinctive number or letter. For a detailed description of the lines and dimensions of any lot or parcel, reference is made to the County Assessor's Map applicable for the next fiscal year, which map shall govern for all details concerning the lines and dimensions of such lots or parcels. The following pages provide a copy of the Amended Assessment Diagram for the District.

AMENDED ASSESSMENT DIAGRAM OF LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF NATIONAL CITY THIS _____ DAY OF _____, 1996.

CITY CLERK
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF NATIONAL CITY THIS _____ DAY OF _____, 1996.

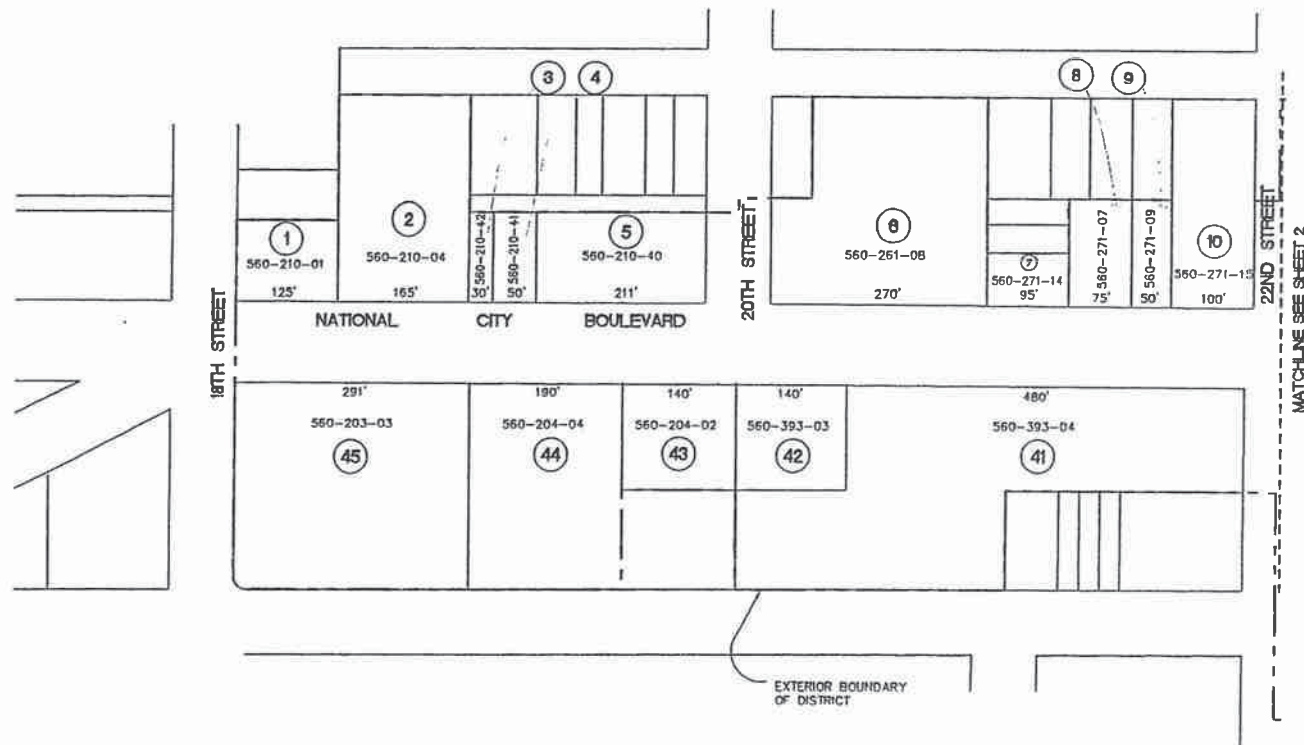
SUPERINTENDENT OF STREETS
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 1996; SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF SAID CITY ON THE _____ DAY OF _____, 1996. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

CITY CLERK
CITY OF NATIONAL CITY
STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 1996, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

COUNTY RECORDER
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04



NOTE:
THE FRONTAGE OF EACH PARCEL IS BASED UPON CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN HEREON TO THE NEAREST FOOT. REFER TO ASSESSOR'S PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.

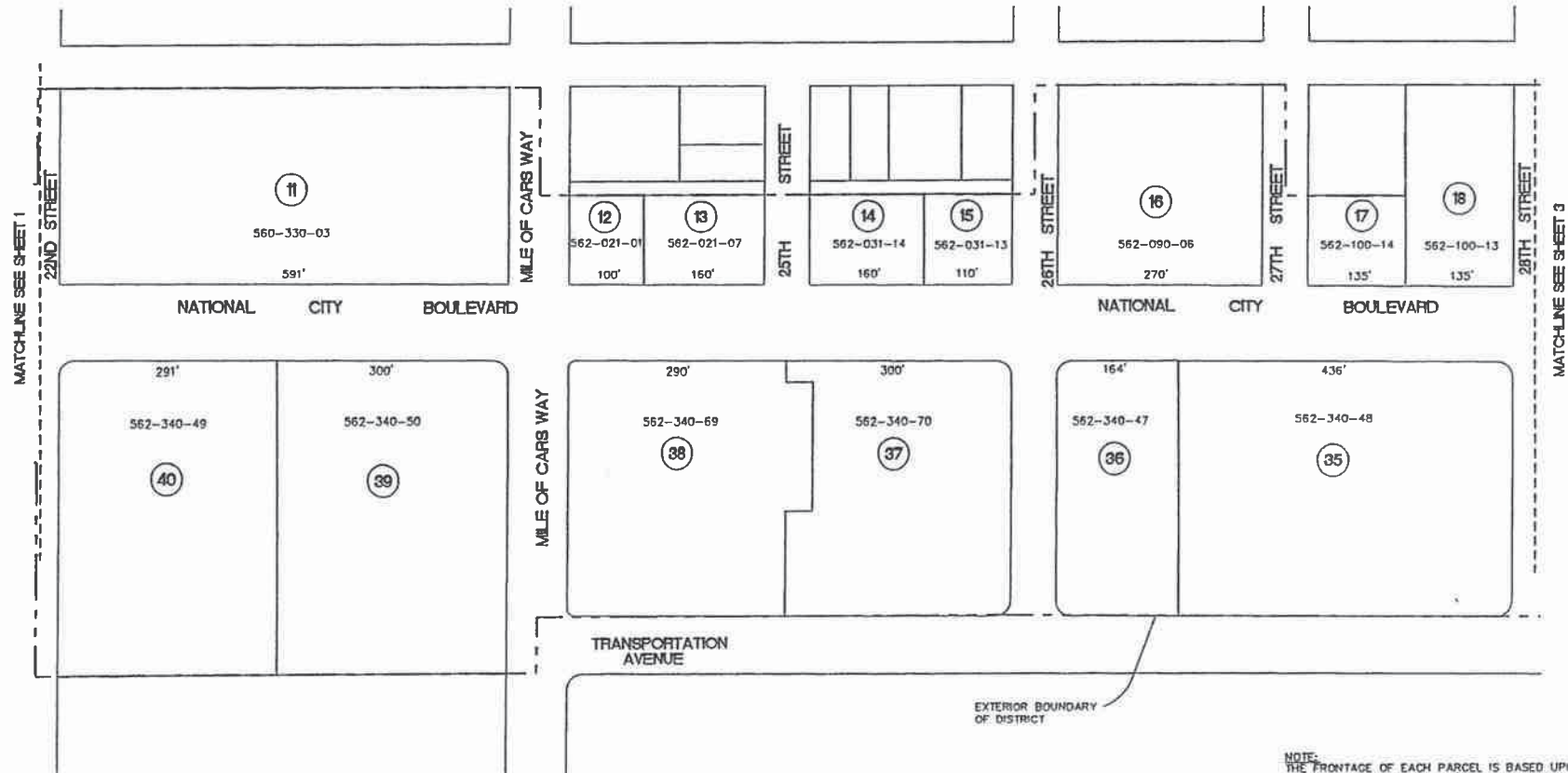


NASLAND ENGINEERING

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4740 Roffner Street, San Diego, California, 92111 • 619-292-7770

AMENDED ASSESSMENT DIAGRAM OF LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04

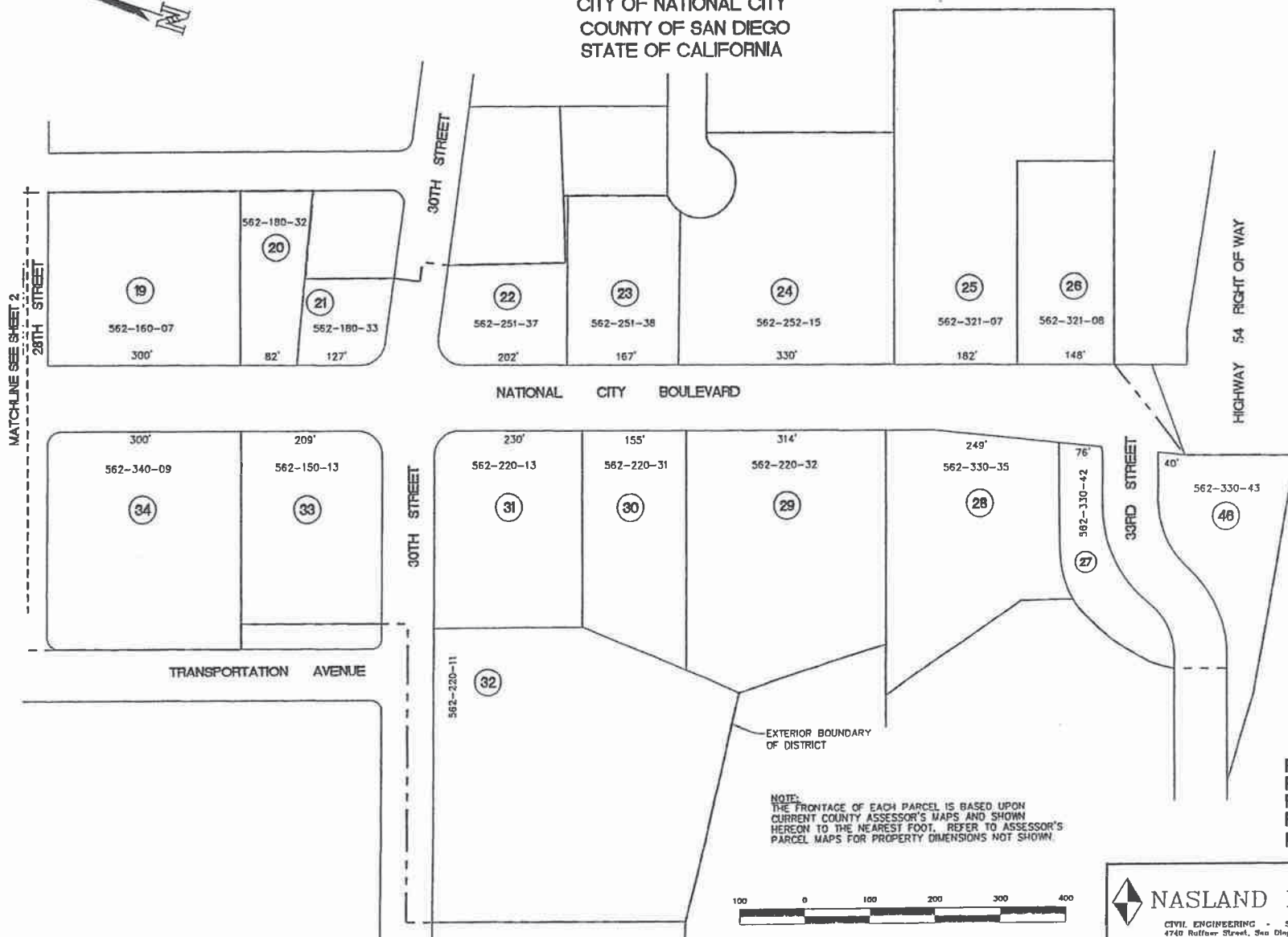
NOTE:
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AMENDED ASSESSMENT DIAGRAM OF LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)

CITY OF NATIONAL CITY
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



REVISED 8-1-96
REVISED 6-11-97
REVISED 6-19-02
REVISED 6-09-03
REVISED 5-26-04



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5. ASSESSMENTS

The actual assessments for Fiscal Year 2020/21, apportioned to each parcel as shown on the latest equalized roll at the County Assessor's office, are listed and submitted at the end of this section. The description of each lot or parcel is part of the records of the County Assessor of the County of San Diego and such records are, by reference, made part of this Report.

5.1 Method of Apportionment

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the Act, must be based on the benefit that the properties receive from the improvements to be maintained. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The responsibility rests with the Assessment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation.

The figures in section 5.1 are derived from a Special v. General Benefit Analysis performed in Fiscal Year 2013/14.

5.1.1 IDENTIFY THE BENEFIT

First, it is necessary to identify the benefit that the improvements to be maintained will render to the properties within the boundaries of the District. The improvements significantly improve the visual appearance of the streetscape, making the Mile of Cars a more enjoyable and desirable location for customers. The special signage and lighting provide a unifying theme, benefiting all of the properties within the District.

The District's improvements and services provide benefits to both those properties within the District boundaries and to the community. The benefit conferred to property within the District will be referred to as an "aesthetic benefit." The aesthetic benefit provided by the district improvements and services are supported by the City's General Plan (the "Plan") and the Citywide Goals and Policies regarding Land Use and Community Character for its districts. The Plan states a desire to, "have the community character integrated and to ensure that physical forms, patterns, and aesthetic features advance the City's desire for a higher quality of life." The aesthetic benefits provided by the improvements and services support the following City policies outlined in the Plan:

- Policy LU-5.3: Recognize the diverse needs of the City's business districts through the development of policies, design guidelines, and implementation measures specific to the unique requirements of each district.
- Policy LU-5.4: Allow for adaptive reuse of vacant car dealerships and the establishment of new compatible uses along the Mile of Cars.
- Policy LU-5.9: Encourage members of the business community to participate in implementing actions to improve business districts.
- Policy LU-5.10: Assist the business community in evaluating the City's marketing and development potential and in identifying development strategies that are beneficial to the public and private sectors.

- Policy LU-9.1: Design developments along mixed-use and “community corridors” for the comfort and enjoyment of pedestrians and bicyclists. This includes features such as street trees, placing buildings close to the street, de-emphasizing parking lots and garages, limited driveway cuts, traffic-calming features, clearly defined street crossings, adequate lighting, and street furnishings where appropriate.
- Policy LU-9.4: Encourage an overall high-quality streetscape design, where feasible, that promotes narrow roadways, bike lanes; on-street parking, minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths, landscaped medians and parkways; street trees, planters, and wells; street lighting; street furniture; way finding; enhanced paving; public art; and other features that contribute to the desired character for the City, where appropriate.
- Policy LU-11.2: Identify gateways at major entrances to the City using such features as buildings, street trees, welcome signs, decorative lighting, archways, and other design techniques to announce the gateway.
- Policy LU-11.4: Recognize, maintain, and enhance the character and identity of residential neighborhoods and business districts.
- Policy LU-11.7: Encourage residential and businesses to clean and maintain their properties and public spaces to further a sense of ownership and community pride.
- Policy LU-11.8: Require the sensitive placement, screening, and/or treatment of utility meters, boxes, valves, vaults, switches, plumbing, wiring, fences, etc. to eliminate or minimize the aesthetic impact to the neighborhood.
- Policy LU-11.9: Encourage the improvement of existing signage to help promote a more attractive street scene in business districts.

The Plan states these policies are important because a positive community image and quality community design instills a sense of pride and well-being in the community. The aesthetic benefit attained as a result of the services and improvements provided by the District is detailed below.

5.1.2 AESTHETIC BENEFIT

The aesthetic benefit relates to an improvement in the District’s visual appearance as a result of the District improvements and services. The beautification of property within the District can best be described as the ability for the property within the District to develop and operate at the property’s highest and best use. Properties within the District receive the following aesthetic benefits as a result of the District’s improvements and services:

- Uniform and up-to-date streetscape and median and frontage improvements create cohesion throughout the District from 18th Street to SR 54. This District cohesion enhances the experience for all stakeholders.
- The improvements and services enhance the community identity of the Mile of Cars area, which will lead to a stronger and healthier street corridor. The image of the Mile of Cars area is improved by maintaining the median and frontage improvements.
- The District revitalizes and beautifies the Mile of Cars area. This revitalization encourages new business development and existing business retention and expansion which overall reduces vacancies and increases lease rates for property, more specifically, the auto dealerships located within the District.

- The streetscape improvements encourage an increase in activity throughout the District. The Mile of Cars area becomes more pedestrian-friendly, thus improving activity for residents and businesses alike.
- Upgraded median and frontage amenities provided by the District enhance the appearance, desirability, and experience of the properties directly fronting the improvements provided throughout the District.

The streetscape improvements add aesthetic value to property adjacent to the improvements, but the improvements also make the property appear more stable and prosperous. The aesthetic benefit received by properties within the District assists each property in developing and operating at its highest and best use.

5.1.3 SEPARATION OF GENERAL BENEFIT

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must then “separate the general benefits from the special benefits conferred,” and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the improvements and services to be provided. The District improvements and maintenance services, which are more fully presented in Section 2 of this Report, will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

The District provides aesthetic benefits to the properties within the District. However, it is recognized that the District also provides a level of benefit to some property and businesses within close proximity to the District, as well as visitors and individuals passing through the District. Vehicular and pedestrian traffic from property within and outside of the District, as well as individuals passing through the Mile of Cars area, will be able to enjoy the improvements and maintenance services. Therefore, it is necessary to quantify the general benefits created as a result of the District improvements and services. A Special v. General Benefit Analysis was performed in Fiscal Year 2013/14 to quantify said general benefits.

5.1.4 QUANTIFICATION OF GENERAL BENEFIT

As previously mentioned, general benefit is an overall and similar benefit to the public at large resulting from the improvements and services which are funded by the assessment revenue. The District improvements and maintenance services will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

General benefits accrue to individuals “walking through” the District and to vehicles “passing through” the District. Individuals walking through the District are typically people who live in close proximity and whose origin or destination neither begins with nor ends at a parcel within the District. Any walking that begins with or ends at a parcel within the District are considered part of the special benefit for those parcels within the boundaries of the District.

Vehicles passing through the District are those vehicles whose origin or destination neither begins with nor ends at a parcel within the District. Any vehicle trips that begin with or end at a parcel within the District

are considered part of the special benefit for those parcels within the boundaries of the District. For the purposes of this analysis, it was determined that the general benefit quantification should be focused on vehicle trips passing through the District because National City Boulevard is a major thoroughfare which connects and provides access to SR 54.

To quantify and separate the amount of general benefit received by the general population as a result of the improvements and services provided by the assessment revenue, it has been determined that general benefits accrue mainly to vehicles “passing through” the District. Meaning, any vehicle using the City’s streets that lie within the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the “general public” benefitting from the proposed improvements and services. Accordingly, the separation of general benefits from special benefits will be measured by that estimated portion of vehicle trips “passing through” the District.

In order to determine the estimated portion of the vehicle trips “passing through” the District, trip generation data was collected for each parcel within the boundaries of the District using San Diego County assigned land use codes and property characteristics. Each land use code was categorized and located in the ITE Trip Generation Manuals – 2nd Edition. Using the property characteristics and data gathered from the ITE Trip Generation Manuals, the estimated amount of Average Daily Trips (ADT) was calculated for each parcel within the boundaries of the District. The ADT were then added together for each parcel within the boundaries of the District to arrive at a total amount of vehicle trips generated by the District, which equaled 13,385 ADT.

The total average vehicle trips were then compared to the average vehicle trip generation data detailed in the City of National City Comprehensive Land Use Update (Transportation and Circulation) for the streets running through the District, which equaled 14,825 ADT. The comparison concluded that 90.29% of all vehicle trips passing through the District were coming or going to a parcel within the boundaries of the District, hence 90.29% of all vehicle trips passing through the District are designated as benefiting from the special benefits provided by the District. As a result, 9.71% of all vehicle trips passing through the District are general in nature and hence, do not receive any special benefit from the District.

Pursuant to the Special v. General Benefit Analysis performed in Fiscal Year 2013/14, 9.71% of the benefits of the services are considered general benefit. Accordingly, 90.29% of the benefit from the improvements and services are considered to provide special benefit to the properties within the District and thus are subject to the assessment.

5.1.5 APPORTIONMENT OF COSTS

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, an in-depth analysis was performed and several factors are being used in the final method and spread of assessment.

All of the improvements are intended to be of direct benefit to properties within the District. These improvements require significantly more maintenance than normally provided by the City. It is therefore appropriate that the properties receiving the benefit be assessed for the additional cost.

Lineal frontage was assigned as the assessment variable by the original assessment engineer because all of the special aesthetic benefits received by properties within the District from the improvements and services provided, using revenues from the annual assessment levy, can be quantified best by identifying

the lineal frontage of the property along National City Boulevard. Lineal frontage is a tangible property characteristic that clearly ties the aesthetic benefits received by parcels within the District to the amount of frontage of each property, which is where the aesthetic benefit is to be received and realized.

The improvements and maintenance services being provided to and enjoyed by the parcels within the District provide an aesthetic benefit not provided to any parcels outside of the District boundaries. The annual assessment is based upon a parcel's lineal frontage unless otherwise identified by the original assessment engineer, as previously approved by property owners at the formation of the District.

There are generally two categories of improvements to be maintained by the District – the median improvements and the frontage improvements. The median improvements benefit all properties within the District. The improvements to the parkway (referred to herein as Frontage Improvements) benefit those properties which they abut. The specific method of spreading the assessment is described below:

5.1.6 MEDIAN IMPROVEMENTS

1. The total cost for maintenance of the Median Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
2. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard, but receives some benefit from median improvements and maintenance services benefiting properties within the boundaries of the District. As a result, the original assessment engineer determined that the parcel received a lower level of benefit and therefore assigned 100 frontage feet of benefit to the parcel.

5.1.7 FRONTAGE IMPROVEMENTS

1. The total cost for maintenance of the Frontage Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
2. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard. As such, Parcel 32 receives no benefit from the frontage improvements.
3. The frontage of each parcel is determined from current Assessor's maps for the County of San Diego, State of California. All frontage dimensions have been rounded to the nearest foot.

5.2 Maximum Annual Assessment Rates

The maximum annual assessment to be levied on all properties within the District in any fiscal year shall be subject to an annual escalation of up to 10% based upon actual and anticipated expenditures.

The following table shows the historical maximum annual assessment rates.

Fiscal Year	Percentage Increase	Maximum Frontage Rate Per Frontage Foot	Maximum Median Rate Per Frontage Foot	Total Maximum Rate Per Frontage Foot ⁽¹⁾	Total Actual Rate Per Frontage Foot ⁽¹⁾	Actual Percentage Increase
1996/97	N/A	\$3.29	\$6.43	\$9.72	\$9.72	N/A
1997/98	10%	3.62	7.07	10.69	10.69	9.98%
1998/99	10%	3.98	7.78	11.76	11.09	3.74%
1999/00	10%	4.38	8.56	12.94	11.07	-0.18%
2000/01	10%	4.82	9.41	14.23	11.51	3.97%
2001/02	10%	5.30	10.35	15.66	10.52	-8.60%
2002/03	10%	5.83	11.39	17.22	11.03	4.85%
2003/04	10%	6.41	12.53	18.95	11.25	1.99%
2004/05	10%	7.05	13.78	20.84	11.56	2.76%
2005/06	10%	7.76	15.16	22.93	11.68	1.04%
2006/07	10%	8.54	16.68	25.22	12.37	5.91%
2007/08	10%	9.39	18.35	27.74	13.72	10.91%
2008/09	10%	10.33	20.18	30.52	14.79	7.80%
2009/10	10%	11.36	22.20	33.57	16.19	9.47%
2010/11	10%	12.50	24.42	36.93	16.87	4.20%
2011/12	10%	13.75	26.86	40.62	15.75	-6.64%
2012/13	10%	15.12	29.55	44.68	15.80	0.32%
2013/14	10%	16.64	32.51	49.15	15.49	-1.96%
2014/15	10%	18.30	35.76	54.07	15.15	-2.19%
2015/16	10%	20.13	39.33	59.46	15.11	-0.26%
2016/17	10%	22.15	43.27	65.42	15.86	4.96%
2017/18	10%	24.36	47.60	71.96	15.69	-1.07%
2018/19	10%	26.80	52.36	79.16	16.38	4.40%
2019/20	10%	29.48	57.59	87.07	16.77	2.38%
2020/21	10%	32.43	63.35	95.78	17.24	2.80%

⁽¹⁾ Rates are truncated.

The annual assessment shall not exceed the maximum assessment, unless the appropriate Proposition 218 proceedings are conducted by the City to authorize an increase beyond the maximum assessment amount. The actual combined annual assessment rate for Fiscal Year 2020/21 is \$17.24, which represents a 2.80% increase from Fiscal Year 2019/20.

5.3 Assessment Roll

The proposed Fiscal Year 2020/21 District assessment roll is listed on the following page.

City of National City
Landscape Maintenance District No. 1 (Mile of Cars)
Assessment Roll
Fiscal Year 2020/21

APN	Owner	Frontage (Feet)	Levy	Misc. Adjustments	Total
560-203-03-00	FUENTES FRANK SEPARATE PROPERTY TRUST 08-13-96	291	\$5,015.65	(0.01)	\$5,015.64
560-204-02-00	CAPPS DIANE I & BALL 1998 TRUST	140	2,413.03	(0.01)	2,413.02
560-204-04-00	BALL JOHN D II	190	3,274.82	0.00	3,274.82
560-210-01-00	HATTON RONNIE & HATTON PAM	125	2,154.49	(0.01)	2,154.48
560-210-04-00	LTC PROPERTIES LLC	165	2,843.92	0.00	2,843.92
560-210-40-00	BALL JOHN D & BALL 1998 TRUST	211	3,636.78	0.00	3,636.78
560-210-41-00	BALL JOHN D & BALL 1998 TRUST	50	861.79	(0.01)	861.78
560-210-42-00	LTC PROPERTIES LLC	30	517.07	(0.01)	517.06
560-261-08-00	BALL JOHN D & BALL 1998 TRUST	270	4,653.70	0.00	4,653.70
560-271-07-00	BALL JOHN D & BALL 1998 TRUST	75	1,292.69	(0.01)	1,292.68
560-271-09-00	BALL AUTOMOTIVE GROUP & FIRST AMERICAN TRUST FSB TR	50	861.79	(0.01)	861.78
560-271-14-00	BALL JOHN D & BALL 1998 TRUST	95	1,637.41	(0.01)	1,637.40
560-271-15-00	BALL JOHN D & BALL 1998 TRUST	100	1,723.59	(0.01)	1,723.58
560-330-03-00	SKRBLP	591	10,186.43	(0.01)	10,186.42
560-393-03-00	PNJ PROPERTIES LLC	140	2,413.03	(0.01)	2,413.02
560-393-04-00	FALK PROPERTIES NC LLC	480	8,273.24	0.00	8,273.24
562-021-01-00	POLAKOFF GARY & DIANE 2401 TRUST	100	1,723.59	(0.01)	1,723.58
562-021-07-00	DIAZ LUIS J & MARIA G 2004 FAMILY TRUST 01-28-04	160	2,757.74	0.00	2,757.74
562-031-13-00	BALL JOHN II	110	1,895.95	(0.01)	1,895.94
562-031-14-00	BALL JOHN II	160	2,757.74	0.00	2,757.74
562-090-06-00	WEBSTER GEORGE H SECOND LIVING NON-MARITAL TRUST	270	4,653.70	0.00	4,653.70
562-100-13-00	BALL JOHN II	135	2,326.85	(0.01)	2,326.84
562-100-14-00	WEBSTER GEORGE H SECOND LIVING NON-MARITAL TRUST	135	2,326.85	(0.01)	2,326.84
562-150-13-00	GEN3 PROPERTIES ONE LLC	209	3,602.31	(0.01)	3,602.30
562-160-07-00	GEN3 PROPERTIES TWO LLC	300	5,170.78	0.00	5,170.78
562-180-32-00	GEN3 PROPERTIES TWO LLC	82	1,413.34	0.00	1,413.34
562-180-33-00	GEN3 PROPERTIES TWO LLC	127	2,188.96	0.00	2,188.96
562-220-11-00	MAG 100 30TH STREET LLC	100	943.30	0.00	943.30
562-220-13-00	MCCUNE MOTORS & MCCREDIE TOD C TRUST 03-28-96 (55%)	230	3,964.26	0.00	3,964.26
562-220-31-00	MCCUNE MOTORS & MCCREDIE TOD C TRUST 03-28-96 (55%)	155	2,671.57	(0.01)	2,671.56
562-220-32-00	FRANK REAL PROPERTIES II LP	314	5,412.08	0.00	5,412.08
562-251-37-00	CV VENTURES LLC	202	3,481.65	(0.01)	3,481.64
562-251-38-00	CV VENTURES LLC	167	2,878.40	0.00	2,878.40
562-252-16-00	ERM FAMILY TRUST 11-19-91 & ERM RUDY JR SEPARATE PROPERTY TRUST 05-17-19	330	5,687.85	(0.01)	5,687.84
562-321-07-00	SOC PROPERTIES LLC	182	3,136.94	0.00	3,136.94
562-321-08-00	CITY OF NATIONAL CITY	148	2,550.91	(0.01)	2,550.90
562-330-43-00	54/NATIONAL SELF STORAGE LLC	40	689.43	(0.01)	689.42
562-330-47-00	NATIONAL CITY BLVD STORAGE LLC	192	3,309.29	(0.01)	3,309.28
562-330-48-00	NATIONAL CITY BLVD STORAGE LLC	133	2,292.37	(0.01)	2,292.36
562-340-09-00	WESTCOTT REVOCABLE TRUST 10-28-14 & PARADISE DEBRA J	300	5,170.78	0.00	5,170.78
562-340-47-00	MOSSY IMPORTS LLC	164	2,826.69	(0.01)	2,826.68
562-340-48-00	MOSSY IMPORTS LLC	436	7,514.86	0.00	7,514.86
562-340-49-00	ESCONDIDO DEVELOPMENT PROPERTIES LLC	291	5,015.65	(0.01)	5,015.64
562-340-50-00	PERRY MOTORS/PROPERTIES OF NATIONAL CITY LLC	300	5,170.78	0.00	5,170.78
562-340-69-00	FRANK REAL PROPERTIES ILP	290	4,998.42	0.00	4,998.42
562-340-70-00	FRANK REAL PROPERTIES ILP	300	5,170.78	0.00	5,170.78
Total	46 Accounts	9,065	\$155,463.25	(\$0.25)	\$155,463.00

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE ENGINEER'S REPORT FOR LANDSCAPE
MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)
FOR FISCAL YEAR 2020/2021**

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City of National City's Landscape Maintenance District No. 1 (Mile of Cars) (the "Assessment District"); and

WHEREAS, the City of National City has retained a consultant for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file the annual Engineer's Report; and

WHEREAS, such Engineer's Report has been prepared and filed with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the Engineer's Report concerning the levy of assessments for the Fiscal Year commencing July 1, 2020 and ending June 30, 2021.

PASSED and ADOPTED this 5th day of May, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil 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 declaring its intention to conduct a Public Hearing on June 2, 2020 and to levy and collect assessments for Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2020/21. \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City declaring its intention to conduct a public hearing on June 2, 2020 and to levy and collect assessments for Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2020/21.

PREPARED BY: Raymundo Pe, Principal Planner
PHONE: 619-336-4421

DEPARTMENT: Community Development
APPROVED BY: 

Armando Vergara
Director of Comm. Dev.

EXPLANATION:

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District, including landscaping, signage, and lighting. Each year, the City Council considers the adoption of resolutions to allow the District to continue operating with funding through a special tax levy on properties within the District.

The resolution would declare the City's intention to conduct a public hearing and to levy and collect assessments on behalf of the District for Fiscal Year 2020/21 based on the Engineer's Report, an annual report that identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. The Mile of Cars Association has approved the scope of work, the proposed assessment, and the District budget. There are no changes or additions to the maintained improvements for the coming fiscal year. The proposed total assessment of \$155,463.48 is an increase of approximately 2.8 percent above the prior year total assessment. The City's consultant and City administrative costs are paid from the District's assessment funds.

FINANCIAL STATEMENT: Not applicable

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This activity is not a project as defined in Section 15378 of the California Code of Regulations; therefore, no further action is required under the California Environmental Quality Act.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐ Not applicable.

STAFF RECOMMENDATION:

Adopt the resolution declaring intent to conduct a public hearing and to levy and collect assessments.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING
ON JUNE 2, 2020, AND TO LEVY AND COLLECT ASSESSMENTS
FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)
FOR FISCAL YEAR 2020/21**

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "Assessment District"); and

WHEREAS, the City of National City has retained a consultant for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file the annual Engineer's Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL, AS FOLLOWS:

1. Intention: The Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2020 and ending June 30, 2021. The Council finds that the public's best interest requires such action.
2. Improvements: The Improvements include, but are not limited to: landscape planting and irrigation, colored hardscape, lighting systems, graphic panels, banners and signage, painted crosswalks, and street furniture. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.
3. Assessment District Boundaries: The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.
4. Annual Report: Reference is made to the Engineer's Report prepared by the consultant, on file with the Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District, and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
5. Notice of Public Hearing: The Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the City Council. A live webcast of the Public Hearing scheduled for June 2, 2020 at 6:00 p.m. or as soon thereafter as is feasible may be viewed on the City's

**Resolution No. 2020 –
Page Two**

website at www.nationalcityca.gov . Written comments or testimony from the public must be submitted via e-mail to clerk@nationalcityca.gov by 4:00 p.m. on the day of the City Council Meeting. The City Council further orders the City Clerk to publish notice of this resolution in accordance with Section 22626 of the Act.

6. Increase of Assessment: The maximum assessment is not proposed to increase from the previous year above that previously approved by the property owners (as “increased assessment” is defined in Section 54954.6 of the Government Code).

PASSED and ADOPTED this 5th day of May, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil 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 a Third Amendment to the Agreement by and between the City of National City, the San Diego Unified Port District, Pasha Automotive Services \(Applicant\), GB Capital Holdings \(Applicant\), and ICF Jones & Stokes \(Consultant\) for professional services to prepare an Environmental Impact Report for the Balanced Plan project. \(Planning\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO.:

ITEM TITLE:

A Resolution of the City Council of the City of National City approving an amendment to the agreement by and between the City of National City, the San Diego Unified Port District, Pasha Automotive Services (Applicant), GB Capital Holdings (Applicant), and ICF Jones & Stokes (Consultant) for professional services to prepare an Environmental Impact Report for the Balanced Plan project.

PREPARED BY: Raymundo Pe, Principal Planner
PHONE: 619-336-4421

DEPARTMENT: Community Development
APPROVED BY: 
Tony Winney, Asst. City Manager

EXPLANATION:

On February 21, 2017, the parties entered into an agreement for the preparation of an environmental impact report for the Marina District Balanced Land Use Plan (Balanced Plan) for a total cost of \$603,000. On October 10, 2017, the parties entered into the first amendment to the agreement to add \$72,000 in funds for additional scope of work. On April 10, 2019, the parties entered into the second amendment to extend the term of the agreement to June 30, 2020. This third amendment would add \$70,232 in funds for additional scope of work and extend the term of the agreement to December 31, 2020. The amended scope of work addresses additional needed analysis as well as comprehensive CEQA updates. The draft EIR is currently under preparation and is expected to be released this summer/fall. Pursuant to the agreement and subsequent amendments, the Port District has covered and will cover the City's share of costs associated with the environmental review of the project –see attached fiscal impact.

FINANCIAL STATEMENT: Not applicable

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This activity is not a project as defined in Section 15378 of the California Code of Regulations; therefore, no further action is required under the California Environmental Quality Act.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐ Not applicable.

STAFF RECOMMENDATION:

Adopt the resolution approving the amendment to the agreement.

BOARD / COMMISSION RECOMMENDATION:

Not applicable.

ATTACHMENTS:

1. Agreement.
2. First Amendment.
3. Second Amendment.
4. Third Amendment (proposed).
5. Resolution

FISCAL IMPACT

The City has incurred no costs under the agreement and the subsequent first and second amendments to the agreement, and will incur no costs under this proposed third amendment to the agreement. Pursuant to the agreement, the City and Port District each agreed to be responsible for twenty-nine percent (29%) of any and all costs for the consultant services provided under the agreement. The applicants each agreed to be responsible for twenty-one percent (21%) of such costs. Furthermore, under the agreement, the Port District agreed to pay for all agency costs, i.e. City and Port District costs, or fifty-eight percent (58%) of consultant services. Consequently, the City's share of costs will be paid by the Port District under the agreement, as well as additional consultant costs added to the scope of work under the first amendment and under this proposed third amendment. The agreement provides for the total amount of the City's share that the Port District will cover shall not exceed the District's 2014-2018 Capital Improvement Program for the National City Bayfront Planning District. No additional amendments to the scope of work and budget are anticipated as the draft EIR is near completion.

AGREEMENT

This agreement (Agreement) is made and entered into this 21st day of February, 2017, by and between SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District), CITY OF NATIONAL CITY, a municipal corporation of the state of California (City), ICF JONES & STOKES, INC., a Delaware Corporation (Consultant), PASHA AUTOMOTIVE SERVICES, a California Corporation (Pasha), and GB CAPITAL HOLDINGS, a Limited Liability Corporation (GB Capital). Pasha and GB Capital are collectively referred herein as "Applicant" or "Applicants." The District and City are collectively referred herein as "Agencies." The Agencies, Consultant and Applicants are sometimes individually referred to as a "Party" and are sometimes collectively referred to as "Parties."

Recitals:

A. Pasha and GB Capital are seeking certain approvals for proposed projects (collectively, Proposed Pasha and GB Capital Projects), which are located within the jurisdiction of the District and as a result, the District has certain regulatory and permitting jurisdiction over the Proposed Pasha and GB Capital Projects; and

B. City is seeking certain approvals for a proposed program (Proposed City Program), which is located on City-owned land and is within the jurisdiction of the City and as a result, the City has certain regulatory and permitting jurisdiction over the Proposed City Program; and

C. As part of a certain Memorandum of Understanding by and between the District and the San Diego Association of Governments (District Document No. 65382), the District agreed to pay for the environmental review pursuant to California Environmental Quality Act (Public Resource Code Section 21000 et seq.) (herein referred to as CEQA) for a segment of the permanent alignment of the Bayshore Bikeway (Proposed Bayshore Bikeway Project¹), as more particularly described in that Memorandum of Understanding; and

¹ The Proposed Bayshore Bikeway Project, the Proposed Pasha and GB Capital Projects and the Proposed City Program are herein collectively referred as the "Proposed Project".

D. District and City have been working collaboratively on the National City Marina District Balanced Land Use Plan (Balanced Plan²), which is located on District-owned property and as a result, the District has certain regulatory over said plan area; and

E. A portion of the Proposed Bayshore Bikeway and the entire Proposed Pasha and GB Capital Projects are located within the geographic area of the Balanced Plan; and

F. Although a portion of the Proposed Bayshore Bikeway and the Proposed City Program are located outside of the boundaries of the Balanced Plan and are within the City's jurisdiction, they are located in an area that is the primary entryway into the Balanced Plan area and as such, efficiencies exist by conducting a single environmental review under CEQA for the Balanced Plan and Proposed Project; and

G. District has the greatest authority for approving the Balanced Plan and Proposed Project as a whole, as depicted in Exhibit A, and as such is considered the lead agency for CEQA purposes; and

H. City has some discretionary approval powers over the Proposed Project depicted in Exhibit A, and as such is considered a responsible agency for CEQA purposes; and

I. The Agencies anticipate that an Environmental Impact Report (EIR) will be required for the Balanced Plan and Proposed Project; and

J. Sections 21082.1, 21089, 21151, and 21153 CEQA and CEQA guidelines 15084 and 15045 (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.) authorize the District to enter into an agreement to prepare the EIR for the Balanced Plan and Proposed Project and collect fees to recover costs for the preparation and processing of said EIR and any associated Mitigation Monitoring and Reporting Program; and

K. The Parties desire to enter into this Agreement for the Consultant to

² The Balanced Plan, Proposed Bayshore Bikeway Project within the District's jurisdiction and the Proposed Pasha and GB Capital Projects are herein collectively referred to as "Proposed Projects within the District". The Proposed City Program and Proposed Bayshore Bikeway Project within the City's jurisdiction are herein collectively referred to as "Proposed Projects within the City".

provide professional services to prepare an EIR for the Balanced Plan and Proposed Project, which are more particularly depicted in Exhibit A, and the Agencies and Applicants to compensate the Consultant for said professional services; and

L. The District staffing workload requirements for completing the EIR and CEQA processing within a reasonable timeframe exceed the District's current resources.

Now, therefore, the Parties hereto agree as follows:

1. Purpose

The purpose of this Agreement is to provide a mechanism by which the District shall retain Consultant, and the Agencies and Applicants shall share the liability for the costs of retaining Consultant, who shall perform the services required by this Agreement solely to, and under the direction of, the District, as the CEQA lead agency pursuant to CEQA and the CEQA guidelines applicable to a lead agency, and input from the City, as a CEQA responsible agency pursuant to CEQA and the CEQA guideline applicable to a responsible agency.

2. Reservation of Discretion – Proposed Project

The Agencies each agree to be twenty-nine (29) percent responsible and Applicants each agree to be twenty-one (21) percent responsible for any and all costs for the Consultant services rendered pursuant to this Agreement, including, but not limited to, the Consultant services described in Exhibit B, Scope of Work, whether or not the Proposed Projects within the District are approved by the District or the Proposed Projects within the City are approved by the City, such cost not to exceed the "Maximum Fee" (defined below). The City and Applicants understand that the Proposed Projects within the District and the EIR may not be approved/certified without District or Board of Port Commissioners action and this Agreement does not in any way bind the District's or Board of Port Commissioners' discretion regarding the decision whether to certify the EIR or approve the Proposed Projects within the District. The District and Applicants understand that the Proposed Projects within the City and the EIR may not be approved without City or City Council action and this Agreement does not in any way bind the

City's or City Council's discretion regarding the decision whether to approve the EIR or approve the Proposed Projects within the City.

3. Scope of Work

Consultant is hereby engaged by the District, at shared cost and expense to the Agencies (twenty-nine (29) percent per District and City) and Applicants (twenty-one (21) percent per Pasha and GB Capital), to perform for the primary benefit of District, and solely at District's direction, as the CEQA lead agency, and the benefit of the City with input from the City, as the CEQA responsible agency, all of the services in accordance with this Agreement and the Scope of Work. Consultant shall deliver such required documents and deliverables (collectively, Deliverables) and perform and complete the required services pursuant to the Scope of Work within all the time frames and by the completion dates set forth in the Scope of Work. Consultant shall keep the District informed of the progress of the services and Deliverables specified in the Scope of Work at all times by giving written notice to the District. The District may share said information with the City and Applicants. Consultant does hereby agree to perform the Scope of Work to and for the primary benefit of the District for the compensation herein fixed to be paid by the Agencies and Applicants.

Once an EIR Project Description is finalized, as evidenced by written notice to the Consultant by the District (Project Description Notice), if any Party causes revisions to the EIR Project Description, the cost of those out of scope revisions shall be solely borne by the Party requesting the revisions. The Project Description Notice shall be submitted to the Consultant no later than six (6) months after execution of this Agreement by all the Parties.

4. Term

This Agreement shall commence upon the date of execution and shall terminate on February 28, 2019, subject to earlier termination as provided below.

5. Maximum Fee, Hourly Rates, Invoices and Payments

5.1 Maximum Fee The maximum fee under this Agreement shall not exceed Six Hundred Three Thousand Dollars (\$603,000.00) (Maximum Fee). The Maximum Fee shall include without limitation all sums, charges, reimbursements, costs

and expenses provided for in this Agreement and the Scope of Work. Consultant shall not be required to perform further services after the Maximum Fee has been expended.

5.2 Hourly Rates Hourly rates (by category title) that may be invoiced for services rendered pursuant to this Agreement and the Scope of Work, are as follows:

<u>Classification</u>	<u>Hourly Rates</u>
Project Director	\$222.34
Technical Director	\$185.01
Senior Technical Analyst	\$163.05
Managing Consultant	\$157.12
Senior Consultant III	\$146.27
Senior Consultant II	\$127.47
Senior Consultant I	\$115.62
Associate Consultant III	\$97.38
Associate Consultant II	\$87.04
Assistant Consultant	\$83.48
Administrative Technician	\$66.02

For work performed on an hourly basis, Consultant agrees to assign the employee with the lowest hourly rate who is fully competent to provide the services required. If Consultant finds it necessary to have work, which would in the usual course of business be performed by an employee with a lower hourly rate, be performed by an employee paid at the higher hourly rate, Consultant shall nevertheless, bill at the lower hourly rate. In no event shall the hourly rates invoiced exceed those specified in this Agreement; provided, however, the hourly rates may be changed by a written amendment to this Agreement, signed by all Parties. Said amendment may be subject to Board of Port Commissioners' approval and signed by all Parties.

5.3 Invoices and Supporting Documentation Each month, as a prerequisite to payment for services and allowable reimbursable expenses Consultant shall submit an invoice to the District for services performed and allowable reimbursable expenses incurred in accordance with this Agreement and the Scope of Work. For the purpose of this Agreement, "allowable reimbursable expenses" shall include: costs of printing, printing supplies, blueprints, travel (vehicle mileage only), postage, delivery services, telecommunications, photography, computer usage, fax, and all other costs

and expenses incurred in completing such services; provided, however, allowable reimbursable expenses shall exclude air travel, lodging, and meals. Any other expenses or costs not an "allowable reimbursable expense" shall be subject to written District approval prior to Consultant submitting invoices for such expenses.

Each invoice shall include (a) a statement of services performed for the fees and allowable reimbursable expenses specified in the invoice that correspond to each task pursuant to the Scope of Work, (b) the Document Number of this Agreement, (c) the fees and allowable reimbursable expenses actually incurred for each task specified in the Scope of Work, (d) the employee name, category title, hourly rate, and the number of hours and totals for each category title worked, and (e) the total billing. Additionally, every invoice shall include the following certification:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. 66173, and that payment has not been received."

Each invoice shall be accompanied by the necessary records and receipts required to support the fees and allowable reimbursable expenses specified in the invoice. Consultant shall also submit to the District a progress report (Progress Report) with each invoice as a separate document. Each Progress Report shall include (a) a description of work completed to date and actual percentage of work complete (versus planned percentage completed), (b) cumulative dollar costs incurred, anticipated work for the next reporting period (i.e., next invoice submittal), and (c) the expected completion date for remaining work. The District may, upon request, share each Progress Report with the City in a clean or redacted form. The District may, in its sole and absolute discretion, share each Progress Report with the Applicants in a clean or redacted form.

Consultant shall submit all invoices and the accompanying Progress Report within thirty (30) days of completion of work and within sixty (60) days of incurring fees and allowable reimbursable expenses to be paid under this Agreement and the Scope of Work.

5.4 Compensation of Consultant Subject to Sections 3 and 5.4 of this Agreement, Agencies and Applicants shall compensate Consultant for all services rendered by Consultant, with the District and the City each paying twenty-nine (29) percent of the total Consultant cost, and Pasha and GB Capital each paying twenty-one (21) percent of the total Consultant cost. The District shall pay for the Agencies' costs (fifty-eight (58) percent of the services provided by Consultant pursuant to this Agreement); provided, however, if Agencies' costs exceed the amount for the 2014-2018 Capital Improvement Program for the National City Planning and Entitlement efforts, the City and the District shall split amount of the exceedance equally (Agencies' Equal Payment). Each Applicants' and the City's share of the Agencies' Equal Payment, if applicable, payment of compensation shall be made directly to the Consultant within thirty (30) days following each Applicants' and the City's receipt of a notice of District's approval of Consultant's invoices. Said District notice may be delivered by email, mail or in person. District is merely receiving notification of, and acknowledging receipt of, the completion of work and associated invoicing, and shall not be liable for Applicants' or the City's share of the Agencies' Equal Payment, if applicable, percentage of Consultant's compensation. Applicants shall not make any payments of compensation to Consultant regarding this Agreement without first receiving the notice of District's approval of Consultant's invoices. District's payment of compensation shall be made directly to the Consultant within thirty (30) days following its approval of Consultant's invoices.

This is a maximum fee contract and services and allowable reimbursable expenses may only be billed until the Maximum Fee, as specified in this Agreement, is reached. For performance of all services, upon approval by the District, Agencies shall pay Consultant their fifty-eight (58) percentage of the fee and Applicants shall pay Consultant their twenty-one (21) percentage of the fee on a time and materials basis (Consultant's hourly rates pursuant to this Agreement and allowable reimbursable expenses). All Consultant hours shall be incurred and paid at the hourly rates specified in this Agreement.

6. Modification or Amendment to Scope of Work

The Scope of Work may be modified from time to time by the written agreement of all Parties, which may be subject to Board of Port Commissioners' approval. Any and all modifications to the Scope of Work shall be memorialized in writing, executed by all Parties, and attached as a sequentially numbered exhibit to this Agreement. Any and all modifications to the Scope of Work shall include and specify, in detail, the required time frames, completion dates, scope of work, Deliverables and a compensation schedule, and shall be governed by all the terms, conditions and obligations contained in this Agreement; provided, however, if a conflict exists between the Scope of Work or any modifications thereto, the content of this Agreement shall control.

Once an EIR Project Description is finalized, as evidenced by the Project Description Notice, if any Party causes revisions to the EIR Project Description, the cost of those out of scope revisions shall be solely borne by the Party requesting the revisions. The Project Description Notice shall be submitted to the Consultant no later than six (6) months after execution of this Agreement by all the Parties.

7. Authorization to Proceed

Authorization to Consultant to proceed for services in the Scope of Work shall only occur by request from any of the following District positions:

- Executive Vice President
- Assistant Vice President, Real Estate Development
- Assistant Vice President, Planning and Green Port
- Principal, Development Services
- Principal, Planning and Green Port
- Senior Planner
- Associate Planner
- Assistant Planner

This list of District employees may be modified from time to time by District's Executive Director or designee.

8. Administrative Representatives

The following individuals have been designated as the contract administrator for their respective Party (Administrators) and are authorized by said Party to represent them in the routine administration of this Agreement.

District	Anna Buzaitis, Program Manager and Lesley Nishihira, Principal, Planning & Green Port
City	Brad Raulston, Deputy City Manager and Raymond Pe, Principal Planner
Consultant	Kathie Washington, Senior Project Manager
Pasha	John Pasha, Senior Vice President
GB Capital	Gregory W. Boeh

9. Communication

Consultant shall coordinate technical information requests and data transfer related to the Balanced Plan and Proposed Project through the District's Planning and Green Port Department, and shall keep District informed of any significant events. The District, in its sole and absolute discretion, may share said significant information with the City and Applicants; provided, however, the District shall disclose information related to significant events to the City that is necessary for it to discharge its duty as a CEQA responsible agency. The information acquired and developed by Consultant and any subcontractor(s) shall be kept confidential for the benefit of District except what District directs to be delivered to other regulatory agencies or third parties (other than subconsultants identified in this Agreement). Consultant shall not disclose or communicate to the City or Applicants or any third party (other than subconsultants identified in this Agreement) without the District's prior written consent, which may be withheld in the District's sole and absolute discretion the following items: (a) communication(s) between the District and the Consultant, (b) any draft or final work products and supporting data, (c) District comments to Consultant's draft work products and supporting data, and (d) other written materials, including without limitation, notes and memorandum; provided, however, the District shall disclose information and communications to the City that is necessary for it to discharge its duty as a CEQA responsible agency. Consultant shall not communicate directly with the

City or Applicants or respond to any City or Applicants communications without the District's prior written consent, which may be withheld in the District's sole and absolute discretion.

10. Project Manager

The availability and active participation of a single qualified project manager (Project Manager) will be required through the term of this Agreement. The Project Manager will be **Kathie Washington**. Consultant must receive prior written approval by District's Assistant Vice President of Planning and Green Port to substitute the Project Manager. Substitution of the Project Manager without prior written approval shall be deemed an event of default.

11. Filing Fees

Agencies and Applicants shall be equally responsible for all fees associated with the filing of all CEQA-related notices with the San Diego County Clerk's Office, including, but not limited to, the Notice of Preparation, Notice of Completion, Notice of Availability, Notice of Intent to Adopt, and Notice of Determination, for the Balanced Plan and Proposed Project. Agencies and Applicants shall also be equally responsible for all fees associated with publishing said notices in a publication(s) of general circulation, pursuant to CEQA. Additionally, Agencies and Applicants shall be equally responsible for California Department of Fish and Wildlife CEQA filing fees for the Balanced Plan and Proposed Project. Payment of the fees specified in this Section 11 shall be made by check (made payable to "The San Diego County Assessor/Recorder/Clerk") and provided to the District prior to the intended filing date(s). Any filing fee-related costs incurred by Consultant shall be reimbursed equally by Agencies and Applicants.

12. Subcontractors

It is agreed that it may be necessary for Consultant to subcontract for the performance of certain services for Consultant to perform and complete the required services pursuant to this Agreement, including the Scope of Work; provided, however, any subcontractor, other than those cited in Sections 12.1 through 12.2 below, shall be subject to prior written approval by the Assistant Vice President of Planning and Green Port of the District. Any and all agreements for the subcontractor services shall be between Consultant and subcontractors only and it is understood and agreed by the Parties that at

no time and under no circumstances shall District be a party to any such agreement. Consultant will be solely liable to subcontractor(s) for any and all compensation due under any agreement between Consultant and subcontractor(s). Irrespective of any subcontractors, the Consultant shall, at all times, remain primarily responsible for any and all services required under this Agreement, including the Scope of Work. Consultant shall insure that its subcontractors satisfy all substantive requirements for the work set forth by this Agreement, including, but not limited to, the insurance and indemnification. Consultant shall (a) cause each of its subcontractors to procure insurance as required by this Agreement and, except for workers compensation insurance, to name the Agencies and Applicant as additional insureds with waiver of subrogation; (b) require each of its subcontractors to defend, indemnify and hold harmless Agencies and Applicant to the same extent that Consultant is obliged to do under this Agreement; and (c) shall require that each of its subcontractors satisfy all substantive requirements for the work set forth by this Agreement, including, but not limited to, the insurance and indemnification; provided, however, that Consultant shall remain fully liable to the District to perform all services required by this Agreement, including any modifications hereto, and each Scope of Work issued pursuant to this Agreement.

12.1 It is agreed that Chen Ryan shall provide professional services for transportation, circulation and parking analyses.

12.2 It is agreed that MTS shall provide professional services for marine biological resources analyses.

13. Document Access

The Agencies and Applicants shall provide to Consultant, through District, for the use by Consultant and District, such documents or copies of such documents requested by Consultant, within the possession of the Agencies and Applicants, or reasonably available to the Agencies and Applicants, as needed by Consultant in performing the services required of Consultant.

14. Access to the Proposed Project Site

Applicants, City and/or District shall facilitate entry and access to the Balanced Plan and Proposed Project sites for Consultant to perform any tests, surveys or reconnaissance necessary to deliver the Consultant services pursuant to this

Agreement. Consultant shall properly repair any damage to the Balanced Plan and Proposed Project sites and any property located thereon that result from such entry, access and activities conducted at the Balanced Plan and Proposed Project sites. Consultant shall indemnify, defend, and hold Applicants, City and District harmless from any loss, cost, damage, expenses, claims, and liabilities in connection with or arising from such entry, access and activities conducted at the Balanced Plan and Proposed Project sites.

15. Public Statements

All public statements and releases to the news media shall be the responsibility of the Agencies and Applicants. Consultant shall not publish or release news items, articles or present lectures on the Balanced Plan and Proposed Project, either during the course of the study or after its completion, except upon written concurrence of the Agencies and Applicants for their respective components of the Balanced Plan and Proposed Project.

16. Stop Work Orders

In the event that the Agencies or Applicants fail to pay the Consultant the amounts specified in the Consultant invoice pursuant to the timeframe in this Agreement, the District shall advise the City and Applicants of such nonpayment and allow them to pay within 5 business days. Thereafter, if less than full payment is received by Consultant, the District may, in its sole and absolute discretion, refuse to commence or stop processing any and all entitlements, applications or CEQA analysis for the Balanced Plan or Proposed Project.

17. Detail Examination Not Represented

Payment by Agencies or Applicants pursuant to this Agreement does not represent that District has made (a) an examination, audit, or arithmetic verification of the invoices and supporting documentation submitted for payment by Consultant, (b) an inspection to check the quality or quantity of the work performed by Consultant, or (c) an examination to ascertain how or for what purpose Consultant has used money previously paid on account by Agencies or Applicants. Payment by Agencies or Applicants pursuant to this Agreement does not constitute a waiver of claims against

Consultant by Applicants, City or the District, individually or collectively. Agencies or Applicants may in their sole discretion withhold payments or seek reimbursement from Consultant for expenses, costs of documentation and design, miscellaneous charges, or other liabilities or increased costs incurred by Agencies or Applicants, which are the fault of or as the result of work performed or negligent conduct by or on behalf of Consultant. Upon five-day written notice to Consultant, Agencies and Applicants shall have the right to an estimate of expenses, design costs, miscellaneous charges, or other liabilities or increased costs and to cause Consultant to pay the same and the amount due Consultant under this Agreement or the whole or so much of the money due or to become due to Consultant under this Agreement as may be considered reasonably necessary by Agencies or Applicants shall be retained by Agencies or Applicants until such expenses, documentation design costs, miscellaneous charges, or other liabilities or increased costs have been corrected or otherwise disposed of by Consultant at no expense to Agencies or Applicants. If such expenses, costs of documentation and design, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to Agencies or Applicants prior to completion date of the Agreement, Agencies and Applicants are authorized to pay, upon the approval of District, for such expenses, documentation and design costs, miscellaneous charges, or other liabilities or increased costs from the Retainer or to seek reimbursement of same from Consultant. It is the express intent of the Parties that this Section 17 is to protect the Agencies and Applicants from loss because of conduct by or on behalf of Consultant.

18. Records Retention

In accordance with generally accepted accounting principles, Consultant shall maintain full and complete records of the costs of services performed under this Agreement. Such records shall be available for inspection solely by the District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement, unless otherwise requested in writing by the District or the City. Consultant shall adhere to the District's and City's document retention policies and procedures. The retention policies shall apply without

limitations to communications, drafts of work product and supporting data and all other written materials.

19. Duty of Care

Consultant represents that the services shall be performed, within the limits prescribed by District, in a manner consistent with the level of care and skill ordinarily exercised by other industry professional consultants under similar circumstances at the time the services are performed. Additionally, services provided must be conducted in a manner consistent with current laws, ordinances, regulations, policies or guidelines of Federal, State, regional and local planning and environmental regulatory agencies.

20. Compliance with Laws

In the performance of this Agreement, Consultant, its subconsultants and subcontractors, shall comply with the California Fair Employment and Housing Act and all other Federal, State, regional and local laws, including without limitation laws prohibiting discrimination because of race, color, national origin, religion, age or sex or handicap.

21. Independent Analysis

Consultant shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring. Consultant shall possess no authority with respect to any District decision beyond rendition of such information, advice, or recommendations. Under no circumstances, shall the Consultant be directed or controlled by the City or Applicants.

22. No Assignment

This is a professional services agreement between the Parties and Consultant shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of Executive Director of District or his/her designee.

23. Indemnify, Defend, Hold Harmless

The provisions of this Section 23 shall survive the termination or expiration of this Agreement.

23.1 Duty to Indemnify, Duty to Defend and Hold Harmless: To the

fullest extent provided by law, Consultant agrees to defend, indemnify and hold harmless the Agencies and the Applicants, and their respective officials, officers, employees, agents and representatives (collectively, Indemnitees) from any claim, demand, liability, loss, action, damage, cost, expense (including all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment, including but not limited to, damage to property, the loss or loss of use thereof, or injury or death to any person, including Consultant's officers, employees, agents, representatives, and subcontractors, (Claim), arising out of, resulting from, or in any way related to the performance of services by Consultant as provided for in this Agreement, or failure to act by Consultant, its officers, employees, agents, representatives, and subcontractors. The Consultant's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the sole negligence or willful misconduct of the District, Applicants or City, or their respective officials, officers, employees, agents, representatives, and subcontractors. Any party, except for the Consultant (Claiming Party), may bring a Claim to recover actual reasonable costs expended by said Claiming Party or the actual and direct damages, which shall exclude consequential damages, against the party that is found solely negligent or engaged in the willful misconduct that results in the discharge of the Consultant from its duty to indemnify, defend and hold harmless; provided, however, such a Claim may not be brought if no actual or direct damage occurs to the Claiming Party from the Consultant's discharge of its duty to indemnify, defend and hold harmless.

23.2 The Consultant further agrees that the duty to indemnify, and the duty to defend the Indemnitees as set forth in Section 23, requires that Consultant pay all reasonable attorneys' fees and costs the Indemnitees incur associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Consultant provided for in this Agreement.

23.3 Each Indemnitee shall promptly notify the Consultant and the respective other parties of its receipt of any Claim.

23.4 Each Indemnitee may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement and services provided thereunder. If District or City, respectively, choose at their own

election to conduct their own defense, participate in their own defense or obtain independent legal counsel in defense of any Claim arising from the services of Consultant provided for in this Agreement, Consultant agrees to pay all reasonable attorneys' fees and experts' fees, and all costs incurred by District and the City, respectively.

24. Indemnity of District and City by Applicants

The provisions of this Section 24 shall survive the termination or expiration of this Agreement.

24.1 Applicants acknowledge and agree to defend, indemnify and hold harmless the District and City ("Public Indemnitees") from any litigation, claim, action, proceeding, losses, damage, cost, expense (including, without limitation, all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment arising out of, resulting from, or in connection with: (a) the review, analysis or approval(s) related to the Balanced Plan and Proposed Project, including, but not limited to all specifications, plans, and reports (b) any third party challenges to an environmental document, mitigation and/or monitoring plan, or determinations conducted and adopted pursuant to CEQA for the Balanced Plan and Proposed Project, (c) any third party challenges to any permits and other approvals, including, but not limited to approvals of coastal development permit, Port Master Plan Amendments, concept design, working drawings, leases, options to lease, subleases, assignments and assumption agreements, easements, Tideland Use and Occupancy Permits, letter agreements, memorandum of understanding, operating contracts, estoppel certificates, exclusive right to negotiate agreements, and any and all amendments or addendum to the same for the Balanced Plan and Proposed Project, (d) Applicants' development or operation of the Proposed Project or use, occupancy, possession or operation of the Proposed Project sites, including, but not limited to, actions involving prevailing wage laws, personal liability or property damage, except, as to each Public Indemnitee, for litigation, claims, actions, or proceedings that result from the sole negligence or willful misconduct by such Public Indemnitee and (e) compensation to the Consultant for the performance of services required by this Agreement. Applicants' obligation in this Section 24 shall not apply to litigation, claim, action, proceeding, losses, damage, cost, expense (including, without limitation, all attorneys' fees and consultant/expert fees), award, fine, penalty or

judgment arising out of, resulting from the District's or City's sole and active negligence or willful misconduct; provided, however, the District may bring a Claim against the City if the Applicants' duty to defend, indemnify, and hold harmless the District is discharged due to the sole negligence or willful misconduct of the City or its officials, officers, employees, agents, representatives, and subcontractors and the City may bring a Claim against the District if the Applicants' duty to defend, indemnify, and hold harmless the City is discharged due to the sole negligence or willful misconduct of the District or its officials, officers, employees, agents, representatives, and subcontractors.

24.2 The District and City may, in their sole and absolute discretion and in good faith, participate in the defense of any litigation, claims, actions, and proceedings and the Applicant's shall reimburse District and City for the costs of defense incurred by the District or City, including, but not limited to reimbursement for outside attorneys' and experts' fees and other costs, which the District or City may choose in their absolute and sole discretion. The District's and City's participation shall not relieve the Applicants of any of their obligations under this Section 24.

24.3 The District and City shall promptly notify the Applicants and the respective other Party of their receipt of any Claim.

24.4 This Section 24 and the other obligations of Applicants under this Agreement are independent of, and in addition to, the obligations of Applicants under any existing lease(s), Tidelands Use and Occupancy Permit(s), or other contractual agreement(s) with the District or City, and are binding upon Applicants, its agents, representatives, successors and assigns.

25. Prevailing Wage Indemnity

Consultant acknowledges and agrees that: (a) it is the sole and exclusive responsibility of Consultant, and not the District, City or Applicants, to ensure that all persons and/or entities who provide any labor, services and/or equipment in connection with this Agreement and services conducted hereunder, shall comply with the requirements of California's prevailing wage laws (PWL) to the extent such laws are applicable and (b) it is the sole and exclusive responsibility of Consultant, and not the District, City or Applicants, to determine whether the services provided pursuant to this

Agreement are subject to the PWL by obtaining a determination by means that do not involve the District, City or Applicants. If the services provided pursuant to this Agreement are determined to be subject to the PWL, Consultant shall comply with all applicable provisions of the PWL, and shall take reasonable steps to ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with the services provided pursuant to this Agreement shall likewise comply with all applicable provisions of the PWL.

Consultant further acknowledges and agrees that Consultant's failure to comply with all applicable provisions of the PWL, and failure to take reasonable steps to ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with the services provided pursuant to this Agreement comply with all applicable provisions of the PWL, shall render Consultant, and not the District, City or Applicants, liable for all remedies (inclusive of all applicable fines and penalties), afforded by law as a consequence of such non-compliance. Consultant expressly agrees to defend, indemnify and hold the District Indemnities, City Indemnities, and Applicants harmless, from any claim, demand, liability, loss, damage, cost, expense (including all attorneys' and consultant/expert fees), award, fine, penalty or judgment arising out of, in connection with, or in any way related to the PWL (collectively, PWL Claim), except for any PWL Claim arising out of the sole negligence or willful misconduct of the District, City, or Applicants.

26. Insurance Requirements

Pasha and GB Capital shall continue to provide in full force and effect all insurance required under their leases or other agreements with the District.

Consultant shall, at all times during the term of this Agreement, maintain, at its expense, the following minimum levels and types of insurance:

- 26.1 Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one

million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

- (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
- (b) The Commercial General Liability policy shall be endorsed to include the District, Applicants and City; their respective agents, officers and employees as additional insureds in the form as required by the District, Applicants and City. An exemplar endorsement is attached (Exhibit C, Certificate of Insurance, attached hereto and incorporated herein).
- (c) The coverage provided to the District, Applicants and City, as additional insureds, shall be primary and any insurance or self-insurance maintained by the District, Applicants and City shall be excess of the Service Provider's insurance and shall not contribute to it.
- (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District, Applicants and City ("Waiver of Subrogation").

26.2 Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

26.3 Workers' Compensation, statutory limits, is required of the Service

Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.

26.4 Professional Liability Insurance in the amount of one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) aggregate. All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.

26.5 Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.

Consultant shall furnish District, Applicants and City with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, Applicants and City, an exemplar Certificate of Insurance is attached as Exhibit C and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District and City. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies

must be endorsed so that the insurer(s) must notify the District and City in writing at least 30 days in advance of policy cancellation. Consultant shall also provide notice to District, Applicants and City prior to cancellation of, or any change in, the stated coverages of insurance.

The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

Furnishing insurance specified herein by the District, Applicants and City will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Consultant or Consultant's sub-contractors or any tier of Consultant's sub-contractors. District, Applicants and City shall reserve the right to obtain complete copies of any of the insurance policies required herein.

Special Instructions:

Send Insurance Certificates and Endorsements to:

San Diego Unified Port District
c/o Ebix BPO
P. O. Box 12010-3
Hemet, CA 92546-8010

--OR--

email to: sdupd@prod.certificatesnow.com

AND

Raymond Pe
Principal Planner, Community Development Department
City of National City

1243 National City Boulevard
National City, CA 91950

AND

John Pasha, Senior Vice President
1309 Bay Marina Drive
National City, CA 91950

AND

GB Capital Holdings
Attn: Gregory W. Boeh
3201 Marina Way
National City, CA 91950

27. Conflict of Interest

Consultant may not conduct or solicit any business for any Party, or for any third party, which may be in conflict with the Consultant's responsibilities and obligations under this Agreement or under the law as it related to the scope of work of this Agreement.

28. Independent Capacity

Consultant, and any officers, employees, agents, representatives, and subcontractors of Consultant, shall act in an independent capacity and not as officers, employees, agents, or representatives of District, Applicants or City. District, Applicants and City assume no liability for the Consultant's actions and performance, nor assume responsibility for taxes, bonds, payments or other commitments, implied or explicit, by or for the Consultant. Consultant shall not have authority to act as an agent on behalf of the District, Applicants or City unless specifically authorized to do so in writing. Consultant acknowledges it is aware that, because it is an independent contractor, District, Applicants and City are not making any deductions from its fee and is not contributing to any fund on its behalf. Consultant disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

Unless specifically authorized in writing by District, neither Consultant nor Applicants shall have the authority to act as District's agent to bind District to any contractual agreements whatsoever. Unless specifically authorized in writing by City, neither Consultant nor District shall have the authority to act as City's agent to bind the

City to any contractual agreements whatsoever except as provided for in this Agreement.

29. Ambiguities Not Held Against the Drafter

This Agreement has been freely and voluntarily negotiated by all Parties and the Parties are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the Parties. This Agreement shall not be construed in favor of or against any Party by reason of the extent to which each Party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules.

30. Property of the District and City

Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Consultant (collectively, Materials) pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Consultant shall deliver such materials and documents to District at the District administrative office building whenever requested to do so by District; provided, however, Consultant shall have the right to make duplicate copies of such materials and documents for its own file or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Consultant pursuant to this Agreement (including any duplicate copies kept by the Consultant) shall not be shown to any other public or private person or entity, including the City and Applicants, except as authorized in this Agreement or by District in writing or as required by law. Upon request by the City and within a reasonable amount of time, the District shall share with the City the Materials obtained from the Consultant related to the Proposed Projects within the City. Consultant shall not disclose to any other public or private person or entity, including the City and Applicants, any information regarding the activities of District, except as authorized in this Agreement or expressly authorized in writing by District.

In the event of termination of this Agreement, and upon demand of District, the Consultant shall deliver to District, all field notes, surveys, studies, reports, plans, drawings and all other materials and documents prepared or retrieved by the Consultant in performance of this Agreement, and all such materials shall be the property of District; provided, however, Consultant may retain copies for its own file or other purposes as may be expressly authorized in writing by District. In the event of termination of this Agreement, upon request by the City and within a reasonable amount of time, the District shall deliver to the City the Materials obtained from the Consultant related to the Proposed Projects within the City.

31. Termination of Agreement

In addition to any other rights and remedies allowed by law, the Executive Director of District may terminate this Agreement at any time with or without cause by giving five (5) days written notice to Consultant and the Parties of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Consultant to District at the District administrative office building. Termination of this Agreement by Executive Director of District as provided in this Section shall release Agencies and Applicants from any further fee or claim hereunder by Consultant other than the fee earned for services which were performed prior to notice of termination and allowable reimbursable expenses which were incurred prior to notice of termination but not yet paid. Said fee shall be calculated and based on the hourly rate schedule pursuant to this Agreement, including, but not limited, to the Scope of Work.

Consultant expressly waives any and all claims for damage or compensation arising under this Agreement, except as set forth herein, in the event of a termination.

32. Notice

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and any and all such notices or any payments shall be deemed to have been duly delivered upon personal delivery, the next weekday after overnight delivery (e.g., Federal Express, UPS) or as of the fifth (5th) calendar day after mailing by United States mail, certified, return receipt requested,

postage prepaid, addressed as follows:

If to District:

Assistant Vice President, Planning & Green Port
San Diego Unified Port District
P. O. Box 120488
San Diego, CA 92112-0488

If to City:

Brad Raulston, Deputy City Manager
City of National City
1243 National City Boulevard
National City, CA 91950

If to Pasha:

John Pasha, Senior Vice President
1309 Bay Marina Drive
National City, CA 91950

If to GB Capital:

GB Capital Holdings
Attn: Gregory W. Boeh
3201 Marina Way
National City, CA 91950

If to Consultant:

Kathie Washington
ICF Jones & Stokes, Inc.
525 B St #1700
San Diego, CA 92101

or to such other address or to such other person as any Party shall designate in writing to the Parties.

33. Exhibits

All exhibits referenced herein and attached hereto are a part of this Agreement.

34. Capacity of Parties

Each signatory and Party to this Agreement warrants and represents to the other Parties that it has the legal authority, capacity and direction from its principal(s) to enter into this Agreement and that all resolutions or other actions have been taken so as to enter into this Agreement.

35. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the law of the State of California. Any action at law or in equity brought by one or more of the Parties hereto arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California and the Parties hereby waive all provisions of law providing for a change in venue in such action or proceeding to any other county or state.

36. Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which, when taken together shall constitute but one instrument.

37. Severability

If any portion of this Agreement or application thereof to any Party or circumstances is declared invalid by a court of competent jurisdiction, or is in contravention of any Federal, State, regional or local law, statute, ordinance or regulation, the remaining provision of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect, and to that extent the provisions of this Agreement are declared severable. However, if the invalidated portion of this Agreement affects the intent of the Parties regarding the Agreement as a whole, the Parties shall negotiate in good faith to amend, modify, or supplement this Agreement to implement and give effect to the intentions of the Parties.

38. Headings

The captions and headings in this Agreement are for convenience only and shall not define or limit the provisions of this Agreement.

39. Modification or Waiver

No course of dealing or failure or delay, nor the single failure or delay, or the

partial exercise of any right, power or privilege, on the part of the Parties shall operate as a waiver of any rights of this Agreement. No waiver of any default by any Party shall be deemed to be a waiver of any other default or subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach or subsequent breach. The making or the acceptance of a payment by any of the Parties with or without knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any such default or breach. No modification or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all Parties, and then shall be valid only in the specific instance and for the purpose for which it was given.

40. No Additional Beneficiaries

Despite the fact the required performance under this Agreement may have an effect upon persons not parties to this Agreement, the Parties specifically intend no benefit, and agree that no performance may be enforced by any person not a party to this Agreement. Notwithstanding the foregoing, this is a three party Agreement and the District is an express third party beneficiary of the promises of Consultant to provide services paid for by Applicant.

41. Entire Agreement

This Agreement contains the entire agreement among the Parties and supersedes all prior negotiations, discussions, obligations and rights of the Parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the Parties. No modification, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the Parties.

42. Effective Agreement Upon Signature

It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director or authorized designee on behalf of District and by all other Parties.

DATED: February 21st, 2017

Approved as to form and legality:
GENERAL COUNSEL


By: Deputy General Counsel

SAN DIEGO UNIFIED PORT DISTRICT

By _____
JASON H. GIFFEN
Assistant Vice President
Planning and Green Port


Approved as to form and legality:
CITY ATTORNEY

CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By: _____
GEORGE H. EISER, III
Interim City Attorney

By _____
BRAD RAULSTON
Deputy City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By  _____

PASHA AUTOMOTIVE SERVICES,
a California Corporation


By _____

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of
California

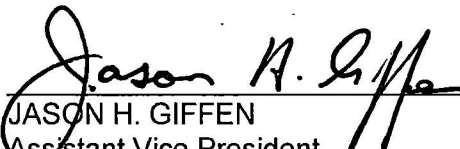
By _____

DATED: February 21st, 2017

Approved as to form and legality:
GENERAL COUNSEL


By: Deputy General Counsel

SAN DIEGO UNIFIED PORT DISTRICT

By 
JASON H. GIFFEN
Assistant Vice President
Planning and Green Port

Approved as to form and legality:
CITY ATTORNEY

By: GEORGE H. EISER, III
Interim City Attorney

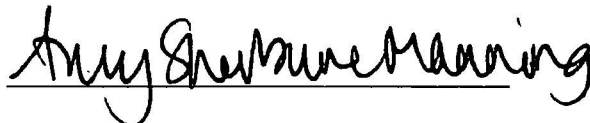
CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By _____
BRAD RAULSTON
Deputy City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By _____

PASHA AUTOMOTIVE SERVICES,
a California Corporation

By 

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of
California

By _____

DATED: February 21st, 2017


Approved as to form and legality:
GENERAL COUNSEL


By: Deputy General Counsel


SAN DIEGO UNIFIED PORT DISTRICT

By 
JASON H. GIFFEN
Assistant Vice President
Planning and Green Port

Approved as to form and legality:
CITY ATTORNEY


By: GEORGE H. EISER, III
Interim City Attorney

CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By 
BRAD RAULSTON
Deputy City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By _____

PASHA AUTOMOTIVE SERVICES,
a California Corporation

By _____

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of
California

By _____

DATED: 1/11, 2017

Approved as to form and legality:
GENERAL COUNSEL


By: Deputy General Counsel

SAN DIEGO UNIFIED PORT DISTRICT

By _____
JASON H. GIFFEN
Assistant Vice President
Planning and Green Port

Approved as to form and legality:
CITY ATTORNEY

By: GEORGE H. EISER, III
Interim City Attorney

CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By _____
BRAD RAULSTON
Deputy City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By _____

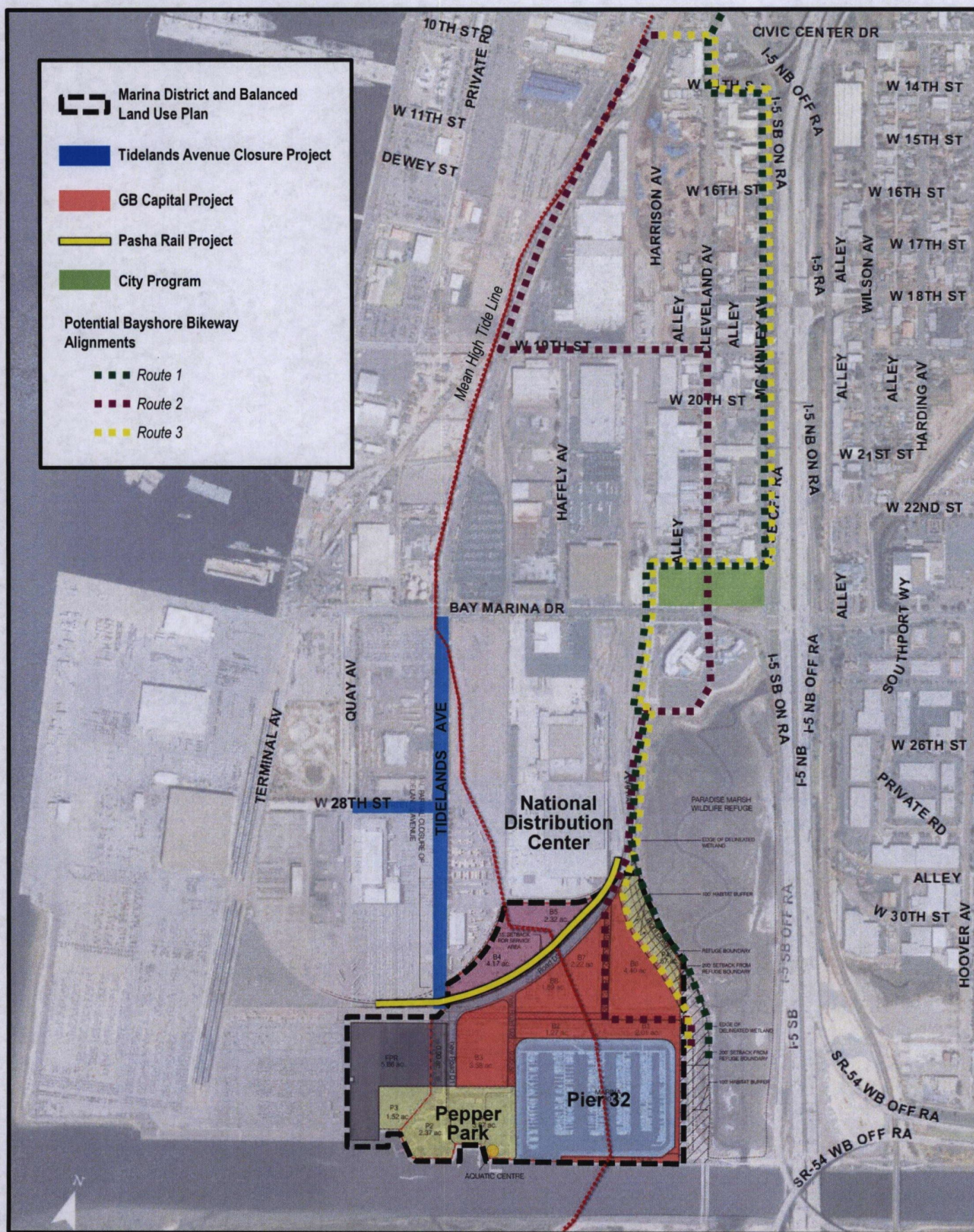
PASHA AUTOMOTIVE SERVICES,
a California Corporation

By _____

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of
California

By 

Exhibit A



EIR Project Components

EXHIBIT B – SCOPE OF WORK
Environmental Impact Report for
National City Bayfront Projects and Plan Amendments

The purpose of this work effort is for ICF Jones & Stokes (Consultant) to prepare an environmental impact report (EIR) for the National City Bayfront Projects and Plan Amendments ("Project" or "proposed project") to satisfy the requirements of the California Environmental Quality Act (CEQA), as amended; the San Diego Unified Port District (District) Guidelines for Compliance with CEQA (per Resolution #97-191); and any other relevant local plans, regulations, or procedures. Consultant shall perform the services required under this Scope of Work under the direction of the District's Planning & Green Port Department.

Based on the District, City of National City (City) and Consultant's understanding of the proposed project pursuant to information provided by the District, City and Project Applicants, the following scope of work, cost estimate, and schedule is provided to complete an EIR necessary for the evaluation of potential environmental impacts associated with development of the Project (see Exhibit A to this Agreement for the Project Description).

Major work tasks and work products are outlined below. It is expected that this Scope of Work and not-to-exceed fee shall cover all the tasks needed for Consultant to complete the EIR process for the Project. In the event of any inconsistencies between the Agreement and this Scope of Work, the terms and conditions of the Agreement shall prevail.

I. WORK PROGRAM

This Work Program consists of meetings and project management; technical studies; and preparation of the draft EIR and final EIR, including screencheck versions. The Work Program is divided into 15 main tasks, as described below.

Task 1 – Review Background Information

Consultant will review all relevant documents, technical studies, background information, and applicable information in an effort to gather all the existing data and project information currently available. This will help Consultant provide a thorough project description in Task 2 below and streamline the analysis to prepare the Initial Study in Task 3 below. It is assumed that documentation will be provided by the District or will be on file at the District for research purposes.

Task 2 – Project Description

Using the information obtained from Task 1, Consultant will apply its understanding of the existing conditions and operations, and any information provided by the District to prepare an environmental setting and project description that meet all the requirements of CEQA.

The project description will contain sufficient detail on both the physical improvements and the projected operations to ensure the technical analyses are clear on how the Project would change the existing condition. During this task, Consultant will assist the District in preparing project objectives that will help craft and evaluate alternatives to the Project later in the EIR process. The objectives should not be overly narrow or broad, but should allow for a reasonable range of alternatives that would reduce one or more significant impacts associated with the Project.

Task 2 Deliverables – Draft and Final Project Description, including figures

Task 3 – Initial Study/Notice of Preparation

Consultant will prepare an Initial Study using Appendix G of the State CEQA Guidelines. The purpose of the Initial Study will be to help the District determine the appropriate level of environmental review and to help focus the analysis contained in the EIR. Based on the existing conditions present at the project site and the likely impacts associated with the Project, Consultant assumes the Initial Study will determine that there would be no significant impacts to Agriculture and Forestry Resources, Mineral Resources, and Population/Housing. Therefore, these issues will only be discussed in the Initial Study and summarized in the Effects Found Not to Be Significant section of the EIR.

Consultant assumes the initial study will find that there is enough evidence to support a potentially significant impact, and therefore a complete analysis in the EIR, for the following resource areas:

- Aesthetics and Visual Resources
- Air Quality and Health Risk
- Biological Resources
- Cultural Resources
- Geologic Hazards and Soils
- GHG Emissions and Climate Change
- Hazardous Materials/Hazards
- Hydrology and Water Quality
- Land Use and Planning
- Noise and Vibration
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Energy Use

Consultant will use the most recent District template to prepare a Notice of Preparation (NOP) for the Project, followed by preparation of the Notice of Completion (NOC) for transmittal to the State Clearinghouse (SCH). The NOP will meet all CEQA requirements, such as providing a project location, a brief project description, the potentially significant environmental impacts, dates for the scoping period, and the details of the scoping meeting.

The District will be responsible for the distribution and filing of the NOP. In lieu of printing hard copies of the IS/NOP, Consultant recommends using the 2-page SCH summary form that can be included in the SCH package along with the NOC and 15 CDs of the IS/NOP. Upon completion of the public review period, Consultant will organize and catalog all comment letters received on the NOP. The District will coordinate/lead the EIR Scoping Meeting to occur during the public review period. Consultant will attend/participate in the scoping meeting with budget provided in Task 14. In addition, Consultant will organize and catalog all comment letters received on the NOP.

Task 3 Deliverables – Draft and Final IS and NOP, with project description and figures. Up to 30 hard copies of Final IS and NOP

Task 4 – Technical Studies

Task 4 includes preparation of technical studies anticipated to be required to support the EIR analysis and to comply with federal, state, and local requirements. Consistent with previous

Exhibit B – Scope of Work

guidance (including from the District, a standalone technical report is not necessary for analysis prepared by Consultant (e.g., air quality, GHG emissions, noise, etc.) and the study's findings will be incorporated directly into the Draft EIR, with technical support information (technical emission calculation details and emissions calculations) provided as an appendix to the EIR.

Task 4.1: Air Quality and Health Risk

Consultant will prepare an Air Quality and Health Risk technical study to support the EIR. Construction and operation of the Project would result in criteria pollutant and toxic air contaminant (TAC) emissions in different quantities than existing conditions. In evaluating the project's contribution of criteria pollutant and TAC emissions relative to the existing setting, Consultant will prepare an air quality and health risk technical study that describes the existing air quality conditions and regulatory setting; a detailed methodology used to evaluate emissions and air quality impacts; the Project's air quality impacts; and mitigation measures, to eliminate any potentially significant air quality impacts in support of the EIR. The analysis will be consistent with the requirements of the California Air Resources Board (ARB), the San Diego Air Pollution Control District (SDAPCD), the County of San Diego (if deemed appropriate), the City of National City, and District.

Construction mass emissions: Consultant will quantify, to the extent practicable, emissions associated with construction of the land use reconfiguration, including demolition of structures and roadways, installation of the connector track, changes to Pepper Park, and buildings and structures to be constructed as part of the other Project components. Consultant will work with the District and Project Applicants in developing a reasonable construction timeframe and inventory of demolition and construction quantities, equipment and vehicle to be used, and paving and earthwork quantities. Consultant will estimate emissions to extent feasible with an approved modeling methodology, compare emissions to relevant thresholds of significance, and prescribe mitigation measures to reduce or eliminate impacts, if necessary.

Operational mass emissions: Once constructed, the Project would result in a change in vehicle traffic resulting from the expanded park, park/plaza, and commercial recreational uses. Additionally, terminal activity may change slightly due to the addition of the connector track, which would result some terminal storage buy may increase operational efficiency at the terminal, thereby increase throughput. Consultant will estimate emissions to extent feasible with an approved modeling methodology, compare emissions to relevant thresholds of significance, and prescribe mitigation measures to reduce or eliminate impacts, if necessary.

Considerations Specific to the Pasha Connector Rail Track Component. The Connector Rail Track component is similar to the connector track proposed as part of the Project in that it would allow Pasha to increase rail car storage on-site and allow for Pasha to build and operate a second daily train on a given day. Based on Consultant's work previous EIRs at the NCMT, building an additional train on-site and allowing an additional train to depart per day would increase criteria pollutant and TAC emissions both on-site and throughout the region, particularly along the train path. Moreover, because the NCMT is currently limited by its current acreage and operational inefficiencies, increasing terminal efficiency by shifting some activity from truck to rail may allow Pasha to increase terminal throughput and may increase the numbers of vessels that call on NCMT throughout the year. Consultant will work with the District and Pasha to determine the extent that operations at NCMT may increase, which may affect all emissions sources associated with terminal operations. Consultant assumes construction would be minimal, thus the majority of the emissions will be in terms of operations. Based on Consultant's previous work at NCMT and at other projects around the District, Consultant will estimate emissions from additional train activity and as well any associated emissions sources

(vessels, trucks, passenger vans, car processing) that may increase as a result of the Project. Mitigation measures will be prescribed to reduce or eliminate impacts, if necessary.

Health Risk Assessment: Construction and operation of the Proposed Project would result in emissions of TACs, particularly associated with diesel fuel combustion in equipment during construction and locomotive, truck, and terminal activity during operations. The connector track would add new diesel activity (diesel locomotives) near sensitive uses at Pepper Park. If adequate information is available to estimate TAC emissions and the location of both emission sources and receptor locations, Consultant will prepare a health risk assessment (HRA) to estimate potential health risks at nearby uses associated with the proposed project. If this information is not available, Consultant will provide a high-level qualitative programmatic assessment of the potential health risk, using information from Consultant's previous health risk work at the District and using published health risk and screening guidance. In the event that impacts are identified, Consultant will work with the District and/or Project Applicants to identify mitigation designed to reduce or eliminate impacts.

CO Hotspots: For the assessment of localized carbon monoxide (CO) impacts, Consultant will review data from the traffic impact assessment to determine the need for localized CO modeling, consistent with the County of San Diego's CO hot-spot screening criteria. In the event the screening analysis indicates a quantitative CO analysis is necessary, Consultant will use peak hour intersection data, the CALINE4 dispersion model, and the latest version of ARB emission factors (currently EMFAC 2014) to estimate CO concentrations at key intersections analyzed in the transportation and circulation analysis. CO concentrations at up to five intersections within the project area will be evaluated under all project conditions. CO impacts will be assessed by evaluating whether the proposed project meets the ambient air quality requirements for localized pollutants by determining whether it causes or contributes to an exceedance of state or federal CO standards.

Considerations Specific to GB Capital Project Component. The recreational uses associated with the GB Capital Project would be placed near terminal operations that may pose a risk to recreational visitors; an issue that could be exacerbated by installing the connector track that could move TAC sources closer to the site. Consultant will estimate emissions from this component with an approved modeling methodology and compare emissions generated from this Project component and the Project as a whole to thresholds and identify mitigation as appropriate. Because the connector track would potentially bring locomotive activity closer to a site that park users will frequent, Consultant will provide a site-specific HRA that takes into account TAC emissions from terminal operations as well as any TAC emissions that may occur onsite. *Considerations Specific to Program-Level Analysis of Potential Commercial Development of Two National City-Owned Parcels.* Although the area around the National City parcels, which are located northeast of the intersection of Bay Marina Drive and Marina Way, is not densely populated with residential uses, both gas stations and fast food restaurants are sources of TAC emissions, which must be addressed in the EIR. The ARB recommends avoiding siting sensitive land uses within 300 feet of a large gasoline dispensing facility (defined as a facility with a throughput of 3.6 million gallons per year or greater), while a 50 foot separation is recommended for typical gas dispensing facilities. Residences are approximately 350 feet north of the northern edge of the City-owned parcels, which is assumed to be a safe distance. Therefore, the TAC analysis will be qualitative and ARB screening distance language and guidance will be incorporated by reference. Mitigation measures will be prescribed to reduce or eliminate impacts, if necessary.

Task 4.2: Biological Resources

Consultant will utilize the *Biological Survey and Wetland Delineation of Port Parcel 027-047 in National City, California* prepared by Dudek in November 2016 to assess the impacts that would occur in the areas of the Project site west of Paradise Marsh (i.e., the landside area of the GB Capital site, as well as the potential alignments of the Bayshore Bikeway between Sweetwater Channel and the Best Western Marina Gateway hotel.

In addition, because the GB Capital Project component may have some in-water impacts, Consultant's subconsultant, Marine Taxonomic Services, Ltd. (MTS) will provide a Marine Biological Resource Assessment (EFH, eelgrass, and sensitive species). This assessment would include field time to map habitats and the evaluation of this plan relative to impacts to marine biological resources (primarily eelgrass). MTS will also provide editorial support for environmental review documents relative to marine biology. MTS has assumed no more than 16 hours to support a preliminary discussion of any potential aquaculture elements, as the size and scope of these elements could vary and could also result in numerous public comments and need for stand-alone evaluations that could take considerable time. This project would also require additional terrestrial biological services by Consultant in order to survey the site and provide analysis on potential impacts to undeveloped lot B6 and also potential edge effects to the Paradise Marsh Wildlife Refuge.

Potential biological resources impacts associated with the proposed Connector Rail Track could result from building an additional train on-site and allowing an additional train to depart per day, which would increase noise along the train path, which may have the potential to affect species nearby (if present). Consultant biologists will analyze the potential impacts of the rail alignment.

Finally, the two City-owned parcels appear to have been graded in the past and have little to no natural vegetation. Consultant biologist would confirm this via a brief survey and examine if street trees on the site perimeter may support nesting raptors or other covered bird species. Once all site surveys and review of the available biological resources documentation is complete, Consultant will prepare the Biological Resources section of the EIR. This entails preparation of the impact analysis and the development of mitigation measures to reduce any potential significant impacts to less-than-significant levels, as feasible.

Task 4.3: Cultural Resources

Consultant will conduct a cultural resources technical study sufficient to identify any cultural resources in the Project area. This study will include the following tasks: conduct a cultural resources records search and archival research; conduct outreach to interested parties for cultural resources due diligence, conduct a cultural resources field survey; prepare California Department of Parks and Recreation 523 site forms for any cultural resources identified in the plan area, and prepare a technical report.

The records search will involve Consultant obtaining a records search from the South Coastal Information Center, contacting the Native American Heritage Commission to request a Sacred Lands File Search, and a receiving list of potentially interested local Native American tribes and individuals. Consultant will also contact local historical societies, preservation organizations, and museums. Identified interested parties will be contacted via letter requesting a reply with any information or concerns about cultural resources in the plan area. Follow-up telephone calls or emails will be made 14 days after the initial letters are sent. It should be noted that consultation pursuant to Assembly Bill (AB) 52 and Senate Bill (SB) 18 is not assumed within this scope and that the District and/or City will conduct this consultation. Consultant will also request a paleontological records search from the San Diego Natural History Museum. The

potential sensitivity of the Project area will be examined and the results will be included in the EIR. Additional analysis will be conducted for Paleontological Resources for the GB Capital project and two City-owned parcels, which may include coordination with the Natural History Museum, as they entail buildings and other development features that may have the potential to disturb soils containing such resources and the results will be included in the EIR.

A cultural resources field survey of the Project area will be conducted, including the optional alignments of Segment 5 of the Bayshore Bikeway. Prior to the field survey, it is assumed the District and/or City will arrange access to the Project area. Following the survey, a cultural resources technical report will be prepared that meets the requirements of CEQA guidelines and will describe methods, results, and recommendations, and will include any cultural resources site forms, as well as outreach to interested party correspondence, as appendices. Consultant assumes there will be no more than two rounds of review of the draft report and the preparation of one final report. The final report will be placed on file with the South Coastal Information Center, which is the regional California Historical Resources Information System location.

Consultant will prepare the Cultural Resources Section, as well as the Tribal Cultural Resources Section (a new required EIR section per California Natural Resources agency), of the EIR, which will analyze potential impacts based on the results and recommendations of the cultural resources technical study, paleontological records search, and tribal consultation (conducted by the Port/ City).

For purposes of this scope of work, Consultant assumes that the potential relocation of Granger Hall to Pepper Park will be included as an optional component of the overall Project and would be analyzed at a programmatic level because insufficient data is available to evaluate the impacts associated with the actual movement of the building. The existing National Register of Historic Places (NRHP) registration form does specify "areas of significance" that can be translated into Listing Criteria, which would be Criteria A and C, but probably not Criteria B. Consultant will prepare a technical memorandum updating the existing documentation. This effort will include a site visit to document the current condition of the building. Consultant will also specify the significance criteria that have become best professional practice since the building was listed in the mid-1970s. Consultant will do a thorough integrity analysis to determine what among the seven aspects of historical integrity are important to its significance, and then clearly outline the building's character defining features. This effort will be essential to assessing potential impacts and developing general programmatic mitigation. (Note, although this effort will allow for easier environmental clearance of the relocation in the future, it will not likely provide full clearance on its own. To achieve full clearance, a project specific analysis that would be tiered from this programmatic analysis could be conducted, with supplemental work from a structural engineer, to determine the specific impacts and mitigation that may be needed.)

Potential direct and indirect impacts to cultural resources resulting from the additional components will be prepared for incorporation into the Cultural Resources and Tribal Cultural Resources Section of the EIR.

Task 4.4: Greenhouse Gas Emissions and Climate Change

Construction and operation of the proposed project would result in greenhouse gas (GHG) emissions in greater quantities than existing conditions. To evaluate the Project's contribution of GHG emissions relative to the existing setting, Consultant will prepare a GHG emissions and climate change EIR section that describes the existing GHG emissions and climate change conditions along with the existing regulatory setting; the methodology for determining Project

impacts; the Project's GHG and climate change impacts, including potential sea level rise (described in detail below in Task 4.7); and feasible mitigation measures, in consultation with the District, to reduce or eliminate any potentially significant impacts. In addition, Consultant will consider relevant and recent case law and the District's GHG reduction efforts, as described in further detail below.

Construction GHG emissions: Consultant will quantify, to the extent practicable, GHG emissions associated with construction of the various reconfigurations, including demolition of structures and roadways, installation of the connector track, changes to Pepper Park, and any building or structure to be constructed as part of the Project. Consultant will work with the District and/or Project Applicants in developing a reasonable construction timeframe and inventory of demolition and construction quantities, equipment and vehicle to be used, and paving and earthwork quantities. Consultant will estimate emissions to extent feasible with an approved modeling methodology, compare emissions to relevant thresholds of significance, and prescribe mitigation measures to reduce or eliminate impacts, if necessary.

Operational GHG emissions: Once constructed, the proposed project would result in a change in vehicle traffic resulting from the expanded park, park/plaza, commercial recreational, and maritime uses. Consultant will estimate GHG emissions from all Project components, including the GB Capital Development, Program-level Commercial Development of two City-owned Parcels, and the Pasha Connector Rail Track, to extent feasible with an approved modeling methodology and compare emissions from each project component and the entire EIR as a whole to thresholds and identify mitigation as appropriate. Mitigation measures, including relevant measures in the District's Climate Action Plan (CAP), will be prescribed to reduce or eliminate impacts, if necessary. Based on Consultant's work on previous EIRs at the NCMT, building an additional train on-site and allowing an additional train to depart per day would increase GHG emissions proportional to the increase in activity. Moreover, because the terminal is currently limited by its current acreage and operational inefficiencies, increasing terminal efficiency by shifting some activity from truck to rail may allow Pasha to increase terminal throughput which may increase the numbers of vessels that call on NCMT throughout the year. Consultant will work with the District and Pasha to determine the extent that operations at the terminal may increase, which may affect all GHG emissions sources associated with terminal operations. Based on Consultant's previous work at this terminal and at other projects around the District, Consultant will estimate emissions from additional train activity and as well any associated emissions sources (vessels, trucks, passenger vans, electricity, and water use) that may increase as a result of the Project. Mitigation measures, including relevant measures in the District's CAP as well as those included in recent District EIRs will be prescribed to reduce or eliminate impacts, if necessary.

Using Consultant's previous District experience with evaluating Port-related GHG impacts, Consultant will work with District staff to identify an appropriate threshold of significance to evaluate GHG impacts associated with the proposed project.

The identified thresholds of significance will evaluate impacts during both the 2020 and post-2020 timeframe, while considering the implication of recent case law, including the recent Newhall Ranch, SANDAG, and County of San Diego cases. One such approach which has been used in previous analyses includes evaluating the project against the District's Climate Action Plan (CAP), which was adopted in 2013 and includes an inventory of existing (2006) and future year emissions projections and goals and measures to support meeting the statewide reduction goals set forth in Assembly Bill (AB) 32. In addition, as part of Consultant's threshold identification process, Consultant will coordinate with the District to ensure all feasible programs

and approaches are considered and will provide substantial evidence in support of the thresholds of significance identified and used to evaluate impacts associated with the proposed project. Both the pre-2020 and post-2020 quantitative analyses will include quantification of approved and potential District- and state-wide actions to reduce GHG emissions from project-related emissions sources, to the extent feasible, while providing a discussion of “substantial progress” towards meeting post-2020 targets as further evidence and disclosure. Consultant will work with the District in identifying project-specific mitigation, using the CAP and relevant regional (e.g., SANDAG’s Sustainable Communities Strategy) and statewide plans (e.g., Scoping Plan) to develop appropriate list of appropriate and feasible mitigation measures while quantifying emission reductions to the extent feasible.

Task 4.5: Noise and Vibration

Consultant will conduct analyses of the potential noise and vibration impacts associated with the Project, which includes all components such as the GB Capital Development, the Program-level Commercial Development of two City-owned parcels, and the Pasha Connector Rail Track. Special consideration will be given to existing nearby noise-sensitive receptors, which include residences, an existing hotel, and a park (Consultant’s current understanding is that the District considers existing hotel uses to be noise-sensitive during nighttime hours only, but will also consult with the City and District to determine how hotels should be addressed). Consistent with current CEQA case law, the potential impacts of the existing environment on the Project itself do not need to be analyzed; however, because the Project will introduce new noise and vibration sources, sensitive portions of the Project, such as hotels and parks, will be considered and potential impacts will be analyzed.

Consultant will identify relevant noise regulations (city, state and federal) and determine significance thresholds by which to assess potential project impacts. Existing land uses in the Project area will be identified along with existing sources of noise. Prior noise studies and other relevant documents will also be reviewed and used as applicable. Existing noise conditions in the Project area will be quantified based on short-term (15 – 30 minutes) and/or long-term (24-hour) noise measurements conducted at up to six (6) locations in the Project vicinity. The ability to obtain long-term measurements will be dependent on the accessibility of safe and secure locations at which to leave unmanned noise monitoring equipment. These measurements will be supplemented with data gathered in the project area as part of previous studies conducted by Consultant (i.e., the NCMT Tank Farm Paving and Street Closures EIR).

Construction noise and vibration will be evaluated based on construction equipment data to be provided by the District and/or Project Applicants, and noise and vibration modeling methodologies provided by agencies such as the Federal Transit Administration (FTA), the Federal Highway Administration (FHWA), and the California Department of Transportation (Caltrans). Rail noise and vibration analyses will be conducted using modeling methodologies provided by the FTA using railroad operational data to be provided (or developed in coordination with) by the District/Project Applicants.

Using traffic data provided by the project traffic consultant, traffic noise along nearby roadways will be modeled for existing, existing-with-project, future, and future-with-project conditions on affected nearby roadway segments. Traffic noise modeling will be based on data from the most recent version of the FHWA-approved traffic noise prediction model, Traffic Noise Model (TNM) version 2.5. Noise from future on-site sources such as parking lots and activities at Pepper Park will be analyzed using data from similar, prior projects, available published data, and data provided the City and/or Project Applicants. In addition, representative noise source measurements will be obtained, if necessary, to help quantify anticipated noise levels from

specific project elements such as a potential amphitheater in the Pepper Park expansion. Consultant will work with the District to identify similar existing facilities where such noise measurements can be obtained.

If significant noise and/or vibration impacts are identified, mitigation measures to reduce impacts to a less-than-significant level, where feasible, will be recommended. Consultant will prepare the Noise section of the EIR, in accordance with CEQA requirements, that summarizes findings of the noise and vibration analyses. Additional technical documentation will be included, as necessary, in an appendix to the EIR.

It has been assumed in-water activities would occur as part of the GB Capital project. Development of the in-water activities will be analyzed using the same methodologies outlined above for construction and operational noise and vibration. Consultant will also estimate construction-related underwater noise levels that may occur as part of the Project. Underwater noise levels will be evaluated based on in-water construction activity information to be provided by the District/Project Applicants, and modeling methodologies and guidance provided by Caltrans. The results of this analysis will be used in the Biological Resources section of the EIR to assess potential impacts on fish and/or marine mammals. No underwater noise monitoring will be conducted. The level of analysis (programmatic versus project-level) will be determined based on the level of detail available for the three phases of this development. Potential impacts will be included in the analysis.

Task 4.6: Transportation and Parking

Consultant's subconsultant, Chen Ryan Associates (CRA), will provide the following technical support and documentation for the preparation of the EIR.

Trip Generation: CRA will develop a net trip generation change based on the proposed changes in land/water uses contained within the project description, which will include all development components such as the GB Capital Project, Program-level Commercial Development of two City-owned Parcels, and the Pasha Connector Rail Track Project. Accordingly, CRA will then assign (or subtract) trips to the adjacent roadway network based on trip generation estimates and existing travel patterns and redistribute exiting trips that may be affected by the proposed network changes (e.g., closure of Tidelands Avenue, changes to McKinley Avenue, etc.).

Project Study Area: Based on the assumed changes in vehicular traffic patterns associated with the proposed project, a project study area will be defined utilizing the standards contained in the *SANTEC / ITE Traffic Impact Study Guidelines in the San Diego Region, March 2000* and input from District staff. This includes up to 14 intersections, 20 roadway segments, and up to 8 freeway mainline segments.

Existing Conditions and Plus Project Analysis: CRA will analyze and document Existing and Existing Plus Project traffic conditions. Roadway segments will be analyzed based upon existing Average Daily Traffic volumes. Intersection LOS and delay analyses will be conducted for both AM and PM peak hour conditions, utilizing the methods outlined in the 2010 Highway Capacity Manual. CRA will also add the projected trips associated with each additional component to both the base and with project scenarios.

Cumulative Conditions: In coordination with District and City staff, CRA will identify any related approved development projects. It is assumed that both the District and the City will supply all related information for the identified "cumulative projects."

In addition, CRA will:

- Analyze and document project opening year traffic conditions with and without the improvements identified in the project description, including with each Project component.
- Analyze and document longer-term traffic conditions without and with the improvements contained in the project description, including the individual Project components. Background traffic volumes for the longer-term conditions will be based on the SANDAG Series 12 Year 2035 Transportation Forecast Model.
- Summarize significant cumulative project-related impacts and traffic mitigation requirements for the project opening year and longer-term conditions, including for each of the Project components (if feasible).

Project Construction: Vehicular trip generation and truck estimates will be developed during the peak period of the project construction, including all the separate Project components as feasible, based on workforce and delivery/hauling estimates, to be provided to the project team by the District. Construction trip generation estimates will include the projected number of construction truck trips (materials / equipment delivery and waste hauling) and the construction worker trips that will access the Project site during both the AM and PM peak hours. Traffic operations, including peak hour intersection and roadway segment analysis, will be analyzed under Existing Plus Construction Traffic conditions.

Documentation: All findings from the previous tasks will be documented in a Traffic Impact Study (TIS) to be submitted to the District and key stakeholders for review and comment. Based on comments received from District staff and key stakeholders the TIS will be revised and the Final TIS will be submitted to the District.

Meetings: CRA will attend up to five (5) project related meetings, this includes the project kick off meeting, project team meetings, community meetings, and public hearings.

Task 4.7: Sea Level Rise

Consultant will undertake a high-level sea level rise (SLR) impact assessment, and if needed, develop mitigation measures. Consultant will first review and analyze the applicability of previous studies undertaken in the study area, including those conducted by the San Diego Regional Climate Collaborative and the San Diego Foundation, previous assessments by the District, and national assessments conducted by NOAA, the Pacific Institute and others. Consultant will obtain the latest available land height data, including LiDAR data, from the District and other sources.

The Consultant, District, and City will identify SLR scenarios that align with the Project's lifetime and are consistent with the planning horizon of the Project. Consultant will seek to select scenarios that are consistent with the California Coastal Act, taking into consideration the Draft California Coastal Commission Sea Level Rise Policy Guidance. Consultant will use those scenarios in a GIS-based analysis to determine the areas of potential inundation due to mean sea level rise (permanent inundation) and the effects on the Project (including, as possible, impacts on the facilities as well as access routes). In addition, Consultant will conduct a basic screening of the potential for increased flooding during future storm events (temporary inundation). Unless it is already included in previous modeling efforts, the storm surge assessment will not include modeling of wave run-up; rather, it will provide an overall sense of the increased risk from storm events.

If it is determined that sea level rise will result in significant impacts, the Consultant, District, and

Exhibit B – Scope of Work

City will then consider mitigation options, including technological solutions (e.g., permanent barriers such as levees or seawalls) as well as policy and planning (e.g., managing temporary flooding through emergency preparedness measures). The assessment will recognize that the need for mitigation options may vary over time through the development of a phased mitigation strategy. Consultant will qualitatively assess the feasibility of the identified options and make a final determination about the significance of the impact from sea level rise in consultation with the District. Consultant assumed that the storm surge assessment will not include modeling of wave run-up.

This analysis will be incorporated into the GHG section of the EIR and included as an appendix to the EIR.

Task 5. First Screencheck Draft EIR

Consultant will prepare the first screencheck draft EIR that will focus the discussion on impacts that were considered to be potentially significant as determined in the Initial Study. As appropriate, Consultant will utilize recently-completed EIRs in the area (e.g., NCMT Tank Farm Paving and Street Closures EIR) for existing conditions of the project area and will verify and update as necessary. In addition, as portions of the project area are within the jurisdiction of the City, the existing regulations would be updated as necessary. In addition to the methods discussed under Task 4, Technical Studies, which will all be incorporated in the EIR, Consultant proposes the following methodology for preparing the additional EIR resource sections. Consultant assumes that the project description will be finalized prior to the start of the environmental impact analysis. Existing conditions and regulatory setting can be initiated prior to project description finalization.

Aesthetics and Visual Resources

The Project includes components that could introduce development features into the project that may have an impact on visual resources. Consultant will utilize architectural renderings provided by GB Capital to depict and analyze the proposed visual changes to the Project area. No visual simulations or bulk/scale/massing exercises are proposed for the program-level analysis of the potential commercial development of the two City-owned parcels.

Geologic Hazards and Soils

In light of the CBIA v. BAAQMD case, the Geologic Hazards and Soils analysis will consider the potential for the proposed project to exacerbate the adverse geologic and soil conditions. The Project area is located in an earthquake prone region and the soils present may have the potential for liquefaction that could result in ground failure if not properly engineered. Consultant will review topographic maps, geologic data, fault maps, geologic hazard maps, and liquefaction maps of the area supplemented with any information provided by the District and City. The findings will be used to discuss potential geologic hazards and include preliminary geotechnical conclusions and recommendations for the Project.

Hazards and Hazardous Materials

In light of the CBIA v. BAAQMD case, the analysis will consider the potential for the proposed project to exacerbate the hazards and hazardous materials condition. Given the location of the project area near marine terminal uses, there are potential on and off-site hazardous materials, as well as limited amounts of on-site hazardous materials associated with the proposed commercial projects (i.e., hotels and RV park). Consultant will utilize recently-completed EIRs in the area (e.g., NCMT Tank Farm Paving and Street Closures EIR) for information on hazards

and hazardous materials. Consultant will briefly review online databases including the SWRCB GeoTracker, Department of Toxic Substances Control EnviroStor, and the Formerly Used Defense Sites to ensure no new sites have been recorded. No sampling or analysis of soil, groundwater or other media will be performed. The data obtained from the review of available documents and databases will be used to prepare the Hazards and Hazardous Materials section of the EIR.

Hydrology and Water Quality

In light of the CBIA v. BAAQMD case, the analysis will consider the potential for the proposed project to exacerbate the Hydrology and Water Quality. In general, potential effects on hydrology and water quality conditions from the proposed project involve proximity to the San Diego Bay and slight increases in impervious surface area. Consultant will review all available documents and data resources, including the latest District and City JRMPs, BMP Manuals, and municipal permits, to prepare the Hydrology/Water Quality section of the EIR. The GB Capital project will likely need hydromodification and other related BMPs in order to meet updated standards of the Regional MS4 Permit and as such, these topics will be covered in the Hydrology and Water Quality analysis. The section will address all Hydrology and Water Quality Appendix G thresholds and present potential impacts of the project on hydrological and water quality.

Land Use and Planning

The project would require a PMPA, coastal development permits, and an amendments to City plans such as but not limited to, the General Plan, Local Coastal Program, and Bicycle Master Plan. This section will consider whether the proposed project is consistent with applicable plans and policies, including Chapters 3 and 8 of the Coastal Act. As part of this section, a land use plan consistency matrix will be developed and will include all applicable plans and programs. If significant impacts are identified, mitigation will be proposed where feasible.

Population and Housing

The project would potentially be considered growth inducing due to the number of jobs that would be created from its construction and during its operation. However, Consultant does not anticipate a population and housing section in the EIR and expects that this discussion can be addressed in the Effects Found Not to be Significant.

Public Services and Recreation

Due to the potential increase use of the site, the proposed project may have a greater demand on fire services, parks, and recreation. All of these resource topics would be discussed in the EIR and mitigation would be proposed, if needed, to ensure significant and unavoidable impacts would not occur to public services and recreation.

Utilities and Energy Use

The GB Commercial and the potential future development with commercial uses at the two City-owned parcels would have a large increase in water, wastewater, solid waste, and energy. Consultant would encourage the proposed project to seek LEED certification or require LEED certification for future projects proposed to tier from the overall conceptual plan. In any case, the projects would be required to show how consumption of water, wastewater, and solid waste would occur. Moreover, the Project qualifies as a water demand project. Therefore, a water supply assessment (WSA) will need to be prepared. Within National City, Sweetwater Authority prepares WSAs. Consultant will work with the District to coordinate preparation and approval of the WSA by Sweetwater Authority. Given the drought conditions, executive orders, and current

regulations related to water use, it is anticipated that Sweetwater Authority will require extensive water reduction methods. Should Sweetwater Authority decide not to prepare the WSA, Consultant can prepare the WSA with an amendment to this scope and budget. Correspondingly, with reduced water use, the Project would have reduced wastewater use. Consultant will help quantify utility demand (water, wastewater, solid waste, energy) and provide mitigation as needed to ensure significant and unavoidable impacts are minimized.

In addition, Consultant will provide a discussion of the Project's energy use and conservation measures along with a consistency analysis with Appendix F of the CEQA guidelines. Once operational, the proposed project would result in energy consumption in different quantities than existing uses, primarily due to the increase in motor vehicle and boating fossil fuel combustion, electricity consumption, and natural gas consumption associated with retail, hotel, and marina uses. Consultant will quantify, to the extent practicable, energy consumption from both existing and proposed new uses in discussing the wasteful, inefficient, or unnecessary consumption of energy, as this may constitute an adverse effect on energy resources as outlined in State CEQA Guidelines Appendix F. The energy analysis will include a discussion of project-related conservation measures that would be included to help avoid wasteful energy usage.

Cumulative Impacts

Consultant will prepare a cumulative impact chapter that will consider all past, present, and probable future projects. In addition to a list of cumulative projects provided by the District and City, Consultant will contact other nearby jurisdictions if necessary for a list of all nearby projects outside of the District's and City's jurisdiction. An analysis of the cumulative projects will serve as the basis for the impact significance determination baseline, while the Project's incremental contribution to the cumulative baseline will be considered the Project's potential cumulative impact. Mitigation, in the form of fair share arrangements, will be proposed to reduce cumulative impacts to the extent feasible.

Alternatives

Consultant will prepare up to 10 alternatives (inclusive of the No-Project Alternative) sufficient to provide a qualitative comparison to the proposed project's effect on the environment. Consultant, in consultation with the District, will identify the environmentally superior alternative, which would be an alternative other than the No-Project alternative. Alternatives to be considered in the analysis will be based on consultation with the District as well as suggestions received during the scoping period.

Other Environmental Considerations

Other CEQA considerations will also be included such as Effects Found to be Less than Significant, Growth Inducing Effects including indirect population growth, and Significant Irreversible Changes if the Proposed Project is Implemented.

Task 5 Deliverable: First Screencheck Draft EIR

Task 6: Second Screencheck Draft EIR

Consultant will revise the First Screencheck Draft EIR based on comments received from the District and the City. All revisions will be left in tracked changes and the District and City will only review and comment on the revisions.

Task 6 Deliverable: Second Screencheck Draft EIR

Task 7: Third Screencheck Draft EIR (if needed)

If needed, Consultant will revise the Second Screencheck Draft EIR based on comments received from the District and City. All revisions will be left in tracked changes and the District and City will only review and comment on the revisions.

Task 7 Deliverable: Third Screencheck Draft EIR

Task 8: Public Review Draft EIR

Consultant will prepare the Public Review Draft EIR based on comments received from the District and City. Consultant will provide both electronic copies and up to 30 hard copies and 50 CDs of the Public Review Draft EIR. In addition, an electronic copy of each document, or portion of each document as applicable, referenced or cited in the Draft EIR will be provided. Consultant will prepare, distribute, and file all public notices associated with the Draft EIR as well as distribute the Draft EIR. This task assumes comments received will be largely limited to the redline revisions from preparation of the most recent screencheck Draft EIR.

***Task 8 Deliverable: Public Review Draft EIR
(hard copy and electronic web-ready copy)***

Task 9: Response to Comments

Consultant will prepare responses to comments received on the EIR during the 45-day public review. Consultant will work closely with the District and City to strategize the appropriate responses, and identify areas for revisions to the document if necessary. Consultant has budgeted time to respond to 150 individual comments and assumes that expanded analyses would occur that only clarifies the analyses in the EIR but would not result new technical analyses. Consultant has also budgeted for two full days of working sessions with the District and City. More than 150 public comments would require an amendment to the scope of work. Comments received after the 45-day public review period and to which the District or City would like Consultant to provide a response may adversely affect the ability to remain on schedule.

Task 9 Deliverable: Draft and Final Responses to Comments

Task 10: First Screencheck Final EIR and MMRP

After receipt of the comments from the District and City on the Responses to Comments, Consultant will prepare the final responses to public comments and the Screencheck Final EIR along with the mitigation monitoring and reporting program (MMRP). The Final EIR will include redline/strikeout text to highlight changes in the document and the responses to comments. Consultant will prepare the mitigation monitoring and reporting program (MMRP) to address the implementation of the mitigation measures identified in the EIR. For each mitigation measure, the MMRP will clearly delineate which project component the mitigation measure applies to, what percentage or pro rata share of the mitigation measure is applicable to each component, and the timing or trigger(s) of each mitigation measure in relation to each component.

Task 10 Deliverable: First Screencheck EIR & MMRP

Task 11: Second Screencheck Final EIR and MMRP

If necessary, Consultant will revise the first screencheck Final EIR and prepare a second screencheck Final EIR.

Task 11 Deliverable: Second Screencheck EIR & MMRP

Task 12: Final EIR and MMRP

Based on the comments provided by the District and the City on the Second Screencheck Final EIR, Consultant will prepare the Final EIR and MMRP for the Board and City Council. As noted in the RFP, it is assumed that the District and City, as appropriate, will be responsible for preparation, distribution, and filing all public notices associated with the Final EIR. County filing fees and California Department of Fish and Wildlife fees will be provided to the Consultant by the Project Applicants and District. It is assumed that all comments received on the Final EIR will be limited to the revisions from the previous screencheck of the Final EIR.

***Task 12 Deliverable: Final EIR & MMRP
(hard copy and electronic web-ready copy)***

Task 13: Findings of Fact and Statement of Overriding Considerations

Consultant will prepare draft Findings of Fact (if significant impacts are determined) and Statement of Overriding Considerations (if significant and unavoidable impacts are determined) in accordance with CEQA Guidelines Sections 15091 and 15093.

***Task 13 Deliverable: Draft and Final Findings of Fact and
Statement of Overriding Considerations***

Task 14: Project Coordination and Meetings

This task would include management of project contracts and subcontracts, schedule, and Consultant attendance at both team meetings and public meetings. Consultant will be involved in project team meetings/telephone conferences to discuss the project approach and provide direction relative to planning and environmental issues. Attendance at all meetings and hearings shall be at the specific request of the District's Project Manager assigned to this project. Consultant's budget includes an estimate for this task based on participation in the following meetings and/or telephone conferences:

- Up to 60 weekly in-person meetings (1 hour each)
- Up to 40 phone conferences (30 minutes each)
- Up to two (2) Board of Port Commissioners meetings
- Up to two (2) City Council meetings in National City

In addition, as discussed above in Task 4.3, CRA will attend up to five project-related meetings (i.e., project kickoff meeting, project team meetings, public hearing).

Consultant's work efforts will also involve on-going project management that includes regular

Exhibit B – Scope of Work

coordination with District staff and project team members, as necessary. Consultant will use a number of project management tools to ensure that projects are maintained on schedule and within budget, including phone calls, meetings, e-mail correspondence, etc. Consultant will provide a monthly status report to the District regarding tasks performed in the prior month and tasks that are anticipated to be performed in the next month. In addition, the monthly status report will identify any unresolved issues.

Reimbursable Expenses

This task will allow for reimbursable expenses associated with direct costs. Reimbursable expenses are out-of-pocket expenses such as, but not limited to, blueprinting, printing, duplicating/copying, reproduction, photography, mileage, and delivery services. Direct expenses will be billed at cost. The budget assumes printing of the following copies of the EIR in hard copy and as compact discs (CDs).

Draft EIR

30 hard copies with appendices

15 hard copies of Executive Summary for State Clearinghouse

50 CDs

Final EIR

30 hard copies

30 CDs

Contingency for Unforeseeable Changes to Scope

This task will allow for contingency in the event of unforeseeable changes to the scope of work. This task would only be triggered after receiving concurrence from the District. An approximately 8% contingency has been established to cover issues that could arise which require additional consultant services that were not initially considered as part of this Scope of Work. Written approval from the District must be received prior to Consultant allocating funds from this task for such services.

II. SCHEDULE

The Consultant shall perform and complete the required services under this Agreement within 18 months after the Project Description is agreed upon by the District and City. A more detailed schedule may be agreed upon by the Consultant and District. Consultant will work cooperatively with the District to complete the tasks in a timely manner. Consultant shall keep the District's Assistant Vice President of Planning & Green Port (or his/her designee) and the Project Applicants informed of the progress of said services at all times.

Task	Duration	Notes
Task 1 – Review Background Information	2 weeks	Kick off and data gathering
Task 2 – Project Description	8 weeks	Includes 2 District Reviews
Task 3 – Initial Study/Notice of Preparation	10 weeks	Includes 2 District Reviews

Task 4 – Technical Studies	12 weeks	Assumes Completed PD and completion of Scoping Period
Task 5 – First Screencheck Draft EIR	16 Weeks	Starts alongside Task 4
Task 6 – Second Screencheck Draft EIR	6 weeks	Includes District Review
Task 7 – Third Screencheck Draft EIR	6 weeks	Includes District Review
Task 8 – Public Review Draft EIR	4 weeks	Includes District print screencheck
Task 9 – Responses to Comments	10 weeks	Includes District Review
Task 10 – First Screencheck Final EIR and MMRP	2 weeks	Includes District Review
Task 11 – Second Screencheck Final EIR and MMRP	1 week	Includes District Review
Task 12 – Final EIR and MMRP	2 days	Includes District print screencheck
Task 13 – Findings and Statement of Overriding Considerations	2 weeks	Includes District Review
Task 14 – Project Coordination, Meetings, and Quality Control	N/A	N/A
Task 15 – Reimbursable Expenses	N/A	N/A

III. FEE FOR SERVICES TO BE PERFORMED

Consultant understands that the services rendered under this Scope of Work are subject to all terms and conditions of the Agreement. The Consultant shall submit monthly progress payment invoices for services rendered in accordance with the "Maximum Fee and Invoices" section of the Agreement, which, upon District authorization, will be paid by the Project Applicants. For satisfactory performance of services rendered consistent with this Scope of Work, District will authorize Project Applicants to pay the Consultant on a monthly basis based on the completion of tasks identified above, subject to the limitation of the Maximum Fee provided herein (not including a contingency). Please note that the fees for each of the tasks listed below are estimates and District and Consultant reserve the right to move funds between tasks, so long as the Maximum Fee (without contingency) is not exceeded.

Exhibit B – Scope of Work

Task	Fee
Task 1 – Review Background Information	\$5,312
Task 2 – Project Description	\$11,895
Task 3 – Initial Study/Notice of Preparation	\$17,346
Task 4 – Technical Studies	
Task 4.1 – Air Quality Health Risk	\$29,611
Task 4.2 – Biological Resources (Marine)	\$14,500
Task 4.3 – Cultural Resources	\$23,487
Task 4.4 – Greenhouse Gas Emissions and Climate Change	\$18,141
Task 4.5 – Noise and Vibration	\$19,376
Task 4.6 – Transportation and Parking	\$37,780
Task 4.7 – Sea Level Rise	\$4,002
Task 5 – First Screencheck Draft EIR	\$176,191
Task 6 – Second Screencheck Draft EIR	\$43,001
Task 7 – Third Screencheck Draft EIR	\$17,444
Task 8 – Public Review Draft EIR	\$10,315
Task 9 – Responses to Comments	\$37,761
Task 10 – First Screencheck Final EIR and MMRP	\$16,681
Task 11 – Second Screencheck Final EIR and MMRP	\$8,678
Task 12 – Final EIR and MMRP	\$3,560
Task 13 – Findings and Statement of Overriding Considerations	\$6,283
Task 14 – Project Coordination, Meetings, and Quality Control	\$41,834
Task 15 – Reimbursable Expenses	\$7,250
<i>Contingency</i>	\$52,552
TOTAL	\$603,000

EXHIBIT C
CERTIFICATE OF INSURANCE
San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to: **San Diego Unified Port District**
c/o Ebix BPO
P.O. Box 12010-3
Hemet, CA 92546-8010 –OR–
Email: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)			SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Inception Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Inception Date: Expiration Date:	Each Occurrence: \$ _____
	Workers' Compensation – Statutory Employer's Liability		Inception Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Excess/Umbrella Liability		Inception Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE		A. M. BEST RATING	
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or better unless approved in writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			Phone Numbers Toll Free: _____ Fax Number: _____ E-mail Address: _____	

SAN DIEGO UNIFIED PORT DISTRICT

REQUIRED INSURANCE ENDORSEMENT

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 12010-3
Hemet, CA 92546-8010 – OR –
Email to: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

AMENDMENT TO AGREEMENT

The parties to this Amendment to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District"), CITY OF NATIONAL CITY, a municipal corporation of the state of California (City), ICF JONES & STOKES, INC., a Delaware corporation ("Consultant"), PASHA AUTOMOTIVE SERVICES, a California corporation ("Pasha"), and GB CAPITAL HOLDINGS, a Limited Liability Corporation ("GB Capital"). Pasha and GB Capital are collectively referred herein as "Applicant" or "Applicants." The District and City are collectively referred herein as "Agencies." The Agencies, Consultant and Applicants are sometimes individually referred to as a "Party" and are sometimes collectively referred to as "Parties."

Recitals:

The Parties entered into an agreement, on file in the office of the District Clerk as Document No. 66173, filed February 23, 2017 ("Agreement"), for professional services whereby Consultant is to prepare an EIR for the Proposed Project, as defined and described in Exhibit A to the Agreement.

It is now proposed to enter into an Amendment to the Agreement to add \$72,000 in additional funds needed to amend the Consultant's Scope of Work to complete the tasks described in Exhibit A-1, Additional Scope of Work, attached hereto and incorporated herein, and to revise the shared cost and expense breakdown identified in the Agreement.

The Parties Agree:

The Agreement is amended as follows:

1. The total maximum expenditure under this Agreement is hereby increased by Seventy Two Thousand Dollars (\$72,000.00) from Six Hundred Three Thousand Dollars (\$603,000.00) to Six Hundred Seventy Five Thousand Dollars (\$675,000.00).
2. Sections 2 (Reservation of Discretion – Proposed Project), 3 (Scope of Work) and 5.4 (Compensation of Consultant) of the Agreement are revised to reflect the following revised shared cost and expense breakdown percentages: Agencies each responsible for thirty-one (31) percent and Applicants each responsible for nineteen (19) percent for any and all Consultant services rendered pursuant to the Agreement, as amended by this Amendment to Agreement. And therefore, per this Amendment to Agreement, the District shall pay for the Agencies' costs (sixty-two (62) percent of the total Consultant cost), and the Applicants shall each pay nineteen (19) percent of the total Consultant cost.
3. The Scope of Work is hereby amended to include additional services, as described and attached hereto as Exhibit A-1 and incorporated herein and

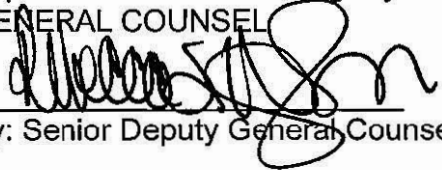
accordingly, Consultant shall perform the Scope of Work, as described in Exhibit B of the Agreement, as amended by Exhibit A-1, Additional Scope of Work.

4. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.


DATED: October 10th, 2017

Approved as to form and legality:

GENERAL COUNSEL


By: Senior Deputy General Counsel

SAN DIEGO UNIFIED PORT DISTRICT

By 
~~JASON H. GIFFEN~~ **LESLEY NISHIKURA**
~~Assistant Vice President~~ **DIRECTOR, PLANNING**
Planning and Green Port

Approved as to form and legality:
CITY ATTORNEY

By: ANGIL MORRIS-JONES
City Attorney

CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By _____
BRAD RAULSTON
Deputy City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By _____

PASHA AUTOMOTIVE SERVICES,
a California Corporation

By _____

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of
California

By _____

accordingly, Consultant shall perform the Scope of Work, as described in Exhibit B of the Agreement, as amended by Exhibit A-1, Additional Scope of Work.

4. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

DATED: _____, 2017

Approved as to form and legality:
GENERAL COUNSEL

SAN DIEGO UNIFIED PORT DISTRICT

By: Senior Deputy General Counsel

By _____
JASON H. GIFFEN
Assistant Vice President
Planning and Green Port

Approved as to form and legality:
CITY ATTORNEY

CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By: ANGIL MORRIS-JONES
City Attorney

By _____
BRAD RAULSTON
Deputy City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By _____

PASHA AUTOMOTIVE SERVICES,
a California Corporation

By _____

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of
California

By _____

accordingly, Consultant shall perform the Scope of Work, as described in Exhibit B of the Agreement, as amended by Exhibit A-1, Additional Scope of Work.

4. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

DATED: _____, 2017

Approved as to form and legality:
GENERAL COUNSEL

SAN DIEGO UNIFIED PORT DISTRICT

By: Senior Deputy General Counsel

By _____
JASON H. GIFFEN
Assistant Vice President
Planning and Green Port

Approved as to form and legality:
CITY ATTORNEY

CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By: ANGIL MORRIS-JONES
City Attorney

By _____
BRAD RAULSTON
Deputy City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By Trina L. Prince
Digitally signed by Trina L. Prince
DN: cn=Trina L. Prince, o=ICF Jones & Stokes, Inc.,
ou=04003, email=trina.prince@icf.com, c=US
Date: 2017.09.25 13:44:45 -07'00'

PASHA AUTOMOTIVE SERVICES,
a California Corporation

By _____

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of
California

By _____

accordingly, Consultant shall perform the Scope of Work, as described in Exhibit B of the Agreement, as amended by Exhibit A-1, Additional Scope of Work.

4. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

DATED: _____, 2017

Approved as to form and legality:
GENERAL COUNSEL

By: Senior Deputy General Counsel

SAN DIEGO UNIFIED PORT DISTRICT

By _____
JASON H. GIFFEN
Assistant Vice President
Planning and Green Port

Approved as to form and legality:
CITY ATTORNEY

By: ANGIL MORRIS-JONES
City Attorney

CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By _____
BRAD RAULSTON
Deputy City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By _____

PASHA AUTOMOTIVE SERVICES,
a California Corporation

By _____

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of California

By _____

accordingly, Consultant shall perform the Scope of Work, as described in Exhibit B of the Agreement, as amended by Exhibit A-1, Additional Scope of Work.

4. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

DATED: _____, 2017

Approved as to form and legality:
GENERAL COUNSEL

SAN DIEGO UNIFIED PORT DISTRICT

By: Senior Deputy General Counsel

By _____
JASON H. GIFFEN
Assistant Vice President
Planning and Green Port

Approved as to form and legality:
CITY ATTORNEY

CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By: ANGIL MORRIS-JONES
City Attorney

By _____
BRAD RAULSTON
Deputy City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By _____

PASHA AUTOMOTIVE SERVICES,
a California Corporation

By _____

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of
California

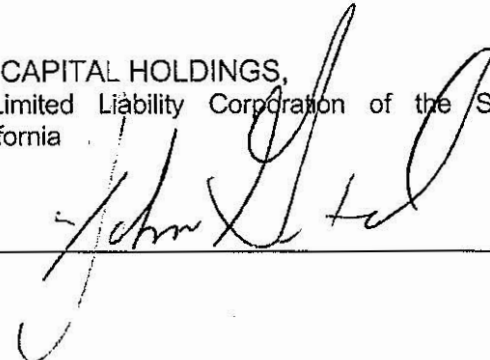
By _____


EXHIBIT A-1 Amended Scope of Work

The following work items cover additional work to be completed by the Consultant, at the request of the City and as agreed to by the District, for preparation of the Environmental Impact Report (EIR) for the National City Bayfront Projects and Plan Amendments ("Proposed Project" or "project"). The Proposed Project will be revised to include the following, which are collectively referred to hereafter as "Bay Marina Drive scenarios":

- Partial closure ("road diet") of Bay Marina Drive, west of Marina Way. This includes narrowing the roadway from a 4-lane road to a 2-lane road.
- Full closure of Bay Marina Drive, west of Marina Way. This would divert all traffic.

For the traffic analysis to be able to identify what percentage or pro rata share of mitigation measures apply to each project component, the following traffic scenarios will be evaluated for the Bay Marina Drive scenarios, as described above.

1. Existing
2. Existing + Development Projects*
3. Existing + District Public Works Projects**
4. Existing + Complete Bayfront Plan***
5. Existing + Closure of Bay Marina Drive (*new scenario*)
6. Existing + Partial Closure of Bay Marina Drive (*new scenario*)
7. Existing + Complete Bayfront Plan with Closure of Bay Marina Drive (*new scenario*)
8. Existing + Complete Bayfront Plan with Partial Closure of Bay Marina Drive (*new scenario*)
9. Near-term Base Conditions
10. Near-term + Complete Bayfront Plan
11. Near-term + Complete Bayfront Plan with Closure of Bay Marina Drive (*new scenario*)
12. Near-term + Complete Bayfront Plan with Partial Closure of Bay Marina Drive (*new scenario*)
13. Long-term Base Conditions
14. Long-term + Complete Bayfront Plan
15. Long-term + Complete Bayfront Plan with Closure of Bay Marina Drive (*new scenario*)
16. Long-term + Complete Bayfront Plan with Partial Closure of Bay Marina Drive (*new scenario*)

All 16 traffic scenarios of the traffic analysis will subsequently be utilized for the air quality, greenhouse gas emissions, and noise analyses. As noted above, only traffic scenarios 5, 6, 7, 8, 11, 12, 15, and 16 are "new" scenarios to this amended Scope of Work; the remaining traffic scenarios were contemplated in the Scope of Work included in the original Agreement. More specifically, amending the scope of the traffic, air quality, greenhouse gas emissions, and noise analyses will result in additional work items for Task 2, Task 4, Task 5, Task 6, Task 7, Task 8, Task 9, Task 10, Task 13, and Task 14, which are proposed to be revised, as described below. The contingency funds for this agreement are also proposed to be increased, as described below.

* Development Projects is defined collectively as the Bayshore Bikeway Project, Pasha Projects, the GB Capital Project, and the City Program.

** District Public Works Projects is defined collectively as the realignment of Marina Way and the expansion to Pepper Park

*** Complete Bayfront Plan is defined collectively as the Development Projects + District Public Works Projects

I. REVISED WORK PROGRAM

Task 2 – Project Description

The project description will be revised to include the Bay Marina Drive scenarios.

Task 4 – Technical Studies

Task 4.1: Air Quality and Health Risk & Task 4.4: Greenhouse Gas Emissions and Climate Change

The scope of work will be expanded to address the additional eight traffic scenarios, as described above. The Bay Marina Drive scenarios would result in a portion or all traffic, and notably diesel-powered terminal trucks, diverting to alternate paths, which would expose new sensitive receptors along the new travel paths to emissions from diesel-powered trucks. The scope of work in the Agreement assumes a quantitative health risk assessment (HRA) if adequate data is available to perform the analysis, and a qualitative analysis if adequate data is not available. This amended scope of work assumes that adequate data to estimate the potential health risk from exposing any additional receptors to truck emissions will be available, and a quantitative assessment, using AERMOD, will be performed for both Bay Marina Drive scenarios, and the incremental cancer risk will be estimated for maximally exposed receptors along the new travel paths. Moreover, the Bay Marina Drive scenarios may increase truck travel distance to the freeway, since Bay Marina Drive is likely the shortest distance from the freeway. Thus, Consultant will estimate the change in truck-related criteria pollutants and greenhouse gas emissions associated with any increase in vehicle miles traveled. Also, if the Bay Marina Drive scenarios result in new congestion or worsen existing congestion at any roadway segment or intersection in the study area, Consultant will perform a carbon monoxide hot-spot analysis at up to three additional intersections, for a total of up to eight intersections.

Task 4.5: Noise and Vibration

The scope of work will be expanded to include the Bay Marina Drive scenarios, which would result in vehicles, particularly diesel-powered terminal trucks, diverting to alternate paths. These alternate routes would expose new sensitive receptors along the new travel paths to traffic noise and would generally expand both the number of roadway segments to be modelled and increase the number of scenarios to be analyzed by eight (corresponding to the eight “new” traffic scenarios described above).

Task 4.6: Transportation and Parking

The scope of work described for Task 4.6 in the Agreement is hereby replaced with the following, which adds the Bay Marina Drive scenarios and provides additional clarification to the original scope of work. However, only the eight new traffic scenarios, as described above, associated with the Bay Marina Drive scenarios require budget beyond the fee identified in the original Agreement.

Consultant's subconsultant, Chen Ryan Associates (CRA) will provide the following technical support and documentation for the preparation of the EIR.

Project Description Trip Generation, Assignment and Redistribution – Develop a net trip generation change based on the proposed changes in land/water uses and development projects contained within the project description. Assign (or subtract) trips to the adjacent roadway network based on trip generation estimates and existing travel patterns. Redistribute exiting trips that may be affected by the proposed network changes (closure of Tidelands Avenue, conversion of McKinley Avenue to one-way southbound, etc.). Identify the potential redistribution of vehicular traffic with the Bay Marina Drive scenarios, which are assumed as separate analysis scenarios.

Project Study Area - Based on the assumed changes in vehicular traffic patterns associated with the proposed project, developed under the work described in the above paragraph, a project study area will be defined utilizing the standards contained in the SANTEC / ITE Traffic Impact Study Guidelines in the San Diego Region, March 2000 and input from District staff. This includes up to 17 intersections, 26 roadway segments, and up to 8 freeway mainline segments.

Analysis Scenarios – Analyze and document the traffic conditions under the following scenarios. Roadway segments will be analyzed based upon existing Average Daily Traffic volumes. Intersection Level of Service (LOS) and delay analyses will be conducted for both AM and PM peak hour conditions, utilizing the methods outlined in the 2010 Highway Capacity Manual. Determine the associated traffic related impacts, for each component of the project, under each of the following scenarios. Determine appropriate mitigation measures to reduce the identified traffic related impacts to less than significant. Allocate the fair share contributions for each mitigation measure to each project component. The following analysis scenarios are required to identify the direct impacts associated with each project component, and to determine their fair-share responsibilities for cumulative related impacts:

Existing Conditions Analysis – Analyze and document the Existing traffic conditions within the project study area. This condition will determine an existing baseline in which direct project related impacts can be determined by.

Existing Plus Development Projects – The scenario assumes existing conditions with the development of Segment 5 of the Bayshore Bikeway, the closure of Tidelands Avenue, and the implementation of the proposed land development projects (collectively "Development Projects"). The direct impacts associated with these projects will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the direct

impacts associated with the projects that are not included in the District's Public Works improvements, as defined in the following paragraph.

Existing Plus District Public Works Projects - The scenario assumes existing conditions with the proposed expansion of Pepper Park as well as the Marina Way Roadway Realignment (collectively "District Public Works Projects"). The direct impacts associated with these projects will be identified, as well as associated mitigation measures. The purpose of this scenario is to identify the direct impacts associated with the District's Public Works Projects.

Existing Plus Complete Bayfront Plan - This scenario assumes the implementation of both the proposed Development Projects, as well as the District Public Works Projects (collectively "Complete Bayfront Plan"). The direct impacts associated with the Complete Bayfront Plan will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total direct impacts associated with proposed project as a whole.

Existing Plus the Closure of Bay Marina Drive - This scenario assumes that Bay Marina Drive, west of Marina Way, will be closed to vehicular traffic. The purpose of this scenario is to identify the direct impacts associated with the proposed closure, as well as recommend corresponding mitigation measures.

Existing Plus the Partial Closure of Bay Marina Drive - This scenario assumes that Bay Marina Drive, west of Marina Way, will be narrowed to one lane in each direction. The purpose of this scenario is to identify the direct impacts associated with the proposed partial closure, as well as recommend corresponding mitigation measures.

Existing Plus Total Bayfront Plan with Closure of Bay Marina Drive - This scenario assumes the implementation of both the proposed Development Projects, the District Public Works Projects, and the full closure of Bay Marina Drive. The direct impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total direct impacts associated with proposed project as a whole, with the full closure of Bay Marina Drive.

Existing Plus Complete Bayfront Plan with Partial Closure of Bay Marina Drive - This scenario assumes the implementation of the proposed Development Projects, the District Public Works Projects, and the partial closure of Bay Marina Drive. The direct impacts associated with this

scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total direct impacts associated with proposed project as a whole, with the partial closure of Bay Marina Drive.

Near-Term Base Conditions – In coordination with District and City of National City staff, identify any recently approved development projects. All related information for the identified “cumulative projects” will be supplied by both the District and the City of National City. The purpose of this scenario is to develop a near-term cumulative baseline in which Near-Term Cumulative impacts can be identified by. Near-Term Base conditions represents the project’s opening year.

Near-Term Plus Complete Bayfront Plan – This scenario assumes the implementation of the proposed Development Projects and the District Public Works Projects under near-term conditions. The near-term cumulative impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total near-term cumulative impacts associated with proposed project as a whole, under project opening year conditions.

Near-Term Plus Complete Bayfront Plan with Closure of Bay Marina Drive – This scenario assumes the implementation of the proposed Development Projects, the District Public Works Projects, and the full closure of Bay Marina Drive under near-term conditions. The near-term cumulative impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total cumulative impacts associated with proposed project as a whole, with the full closure of Bay Marina Drive, under project opening year conditions.

Near-Term Plus Complete Bayfront Plan with Partial Closure of Bay Marina Drive – This scenario assumes the implementation of the proposed Development Projects, the District Public Works Projects, and the partial closure of Bay Marina Drive under near-term conditions. The near-term cumulative impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total cumulative impacts associated with proposed project as a whole with the partial closure of Bay Marina Drive, under project opening year conditions.

Future Year Base Conditions - Background traffic volumes for the longer-term conditions will be based on the City of National City General Plan as well as the SANDAG Series 12 Year 2035 Transportation Forecast Model. The purpose of this scenario is to develop a Future Year cumulative baseline in which Future Year Cumulative impacts can be identified by.

Future Year Plus Complete Bayfront Plan – This scenario assumes the implementation of the proposed Development Projects and the District Public Works Projects under Future Year conditions. The Future Year cumulative impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total Future Year cumulative impacts associated with proposed project as a whole, under project future year conditions.

Future Year Plus Complete Bayfront Plan with Closure of Bay Marina Drive – This scenario assumes the implementation of the proposed Development Projects, the District Public Works Projects, and the full closure of Bay Marina Drive under Future Year conditions. The Future Year cumulative impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total cumulative impacts associated with proposed project as a whole with the full closure of Bay Marina Drive, under project future year conditions.

Future Year Plus Complete Bayfront Plan with Partial Closure of Bay Marina Drive – This scenario assumes the implementation of the proposed Development Projects, the District Public Works Projects, and the partial closure of Bay Marina Drive under Future Year conditions. The Future Year cumulative impacts associated with this scenario will be identified, as well as associated mitigation measures. A fair share allocation of the responsibility of these impacts will also be determined for each responsible party. The purpose of this scenario is to identify the total cumulative impacts associated with proposed project as a whole with the partial closure of Bay Marina Drive, under project future year conditions.

Project Construction - Vehicular trip generation and truck estimates will be developed during the peak period of the project construction based on workforce and delivery/hauling estimates, to be provided to the project team by the District. Construction trip generation estimates will include the projected number of construction truck trips (materials / equipment delivery and waste hauling) and the construction worker trips that will access the project site during both the AM and PM peak hours. Traffic operations, including peak hour intersection and

roadway segment analysis, will be analyzed under Existing Plus Construction Traffic conditions.

Documentation - All findings will be documented in a Traffic Impact Study (TIS) to be submitted to the District and key stakeholders for review and comment. Based on comments received from District staff and key stakeholders the TIS will be revised and the Final TIS will be submitted to the District. It is assumed that CRA will spend up to 24 hours responding to public comments on the EIR.

Meetings - CRA will attend up to five (5) project related meetings, this includes the project kick off meeting, project team meetings, community meetings, and public hearings.

Tasks 5-10, 13-14

Additional sections of the EIR will be updated to incorporate an analysis of the two Bay Marina Drive scenarios. At this time, it is anticipated that additions will be prepared for the following EIR sections:

- Public Services (i.e. Police and Fire Services),
- Land Use and Planning (consistency with approved plans), and
- Cumulative impacts.

Moreover, additional limited budget is provided for revisions in the various administrative drafts if changes related to the analyses for the additional Bay Marina Drive scenarios are required. However, this assumes no changes to the proposed Bay Marina Drive scenarios themselves once the analysis is initiated. Furthermore, because there may be additional impacts and mitigation under the different Bay Marina Drive scenarios, additional budget has been included for additional Findings pursuant to CEQA.

Contingency for Unforeseeable Changes to Scope

The contingency of this agreement is increased by \$2,006 as additional funds may be necessary for unforeseeable changes to the scope of work that could result after public review of the Draft EIR. Written approval from the District must be received prior to Consultant allocating funds from this task for such services.

II. REVISED FEE FOR SERVICES TO BE PERFORMED

The above-mentioned work will be performed on a time and materials basis not to exceed a total of \$72,000. The total amount of these Labor costs shall be billed in accordance with Consultant's hourly rates, as depicted on Section 5 of the original Agreement.

Task	Proposed Fee Increase	Overall Total Fee per Task
Task 1 – Review Background Information	\$0	\$5,312
Task 2 – Project Description	\$575	\$12,470
Task 3 – Initial Study/Notice of Preparation	\$0	\$17,346
Task 4 – Technical Studies		
Task 4.1 – Air Quality and Health Risk	\$8,191	\$37,802
Task 4.2 – Biological Resources (Marine)	\$0	\$14,500
Task 4.3 – Cultural Resources	\$0	\$23,487
Task 4.4 – Greenhouse Gas Emissions and Climate Change	\$1,463	\$19,604
Task 4.5 – Noise and Vibration	\$10,761	\$30,137
Task 4.6 – Transportation and Parking	\$21,500	\$59,280
Task 4.7 – Sea Level Rise	\$0	\$4,002
Task 5 – First Screencheck Draft EIR	\$19,321	\$195,512
Task 6 – Second Screencheck Draft EIR	\$2,318	\$45,319
Task 7 – Third Screencheck Draft EIR	\$633	\$18,077
Task 8 – Public Review Draft EIR	\$438	\$10,753
Task 9 – Responses to Comments	\$1,442	\$39,203
Task 10 – First Screencheck Final EIR and MMRP	\$1,257	\$17,938
Task 11 – Second Screencheck Final EIR and MMRP	\$0	\$8,678
Task 12 – Final EIR and MMRP	\$0	\$3,560
Task 13 – Findings and Statement of Overriding Considerations	\$770	\$7,053
Task 14 – Project Coordination, Meetings, and Quality Control	\$1,325	\$43,159
Task 15 – Reimbursable Expenses	\$0	\$7,250
<i>Contingency</i>	\$2,006	\$54,558
TOTAL	\$72,000	\$675,000

(5)

SECOND AMENDMENT TO AGREEMENT

The parties to this Second Amendment to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District"), CITY OF NATIONAL CITY, a municipal corporation of the state of California (City), ICF JONES & STOKES, INC., a Delaware corporation ("Consultant"), PASHA AUTOMOTIVE SERVICES, a California corporation ("Pasha"), and GB CAPITAL HOLDINGS, a Limited Liability Corporation ("GB Capital"). Pasha and GB Capital are collectively referred herein as "Applicant" or "Applicants." The District and City are collectively referred herein as "Agencies." The Agencies, Consultant and Applicants are sometimes individually referred to as a "Party" and are sometimes collectively referred to as "Parties."

Recitals:

The Parties entered into an agreement, on file in the office of the District Clerk as Document No. 66173, filed February 23, 2017 ("Agreement"), for professional services whereby Consultant is to prepare an EIR for the Proposed Project, as defined and described in Exhibit A to the Agreement and also an amendment to the Agreement on file in the office of the District Clerk as Document No. 67390, filed October 13, 2017.

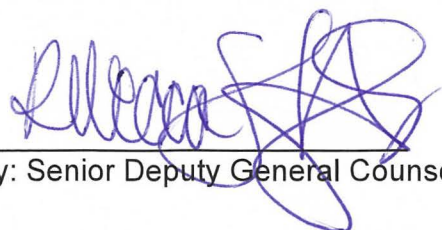
It is now proposed to enter into a Second Amendment to the Agreement to extend the Agreement end date to June 30, 2020.

The Parties Agree:

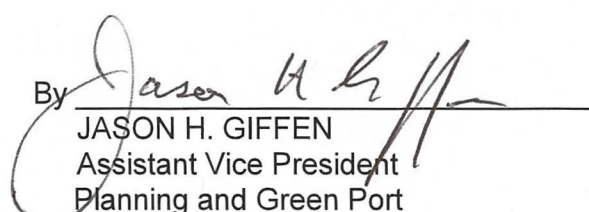
The Agreement is amended as follows:

1. The term of the Agreement is hereby extended and shall terminate on June 30, 2020.
4. All other terms, covenants, and conditions in the original Agreement, as amended, shall remain in full force and effect and shall be applicable to this Second Amendment.

Approved as to form and legality:
GENERAL COUNSEL


By: Senior Deputy General Counsel

SAN DIEGO UNIFIED PORT DISTRICT

By 
JASON H. GIFFEN
Assistant Vice President
Planning and Green Port

ORIGINAL

Approved as to form and legality:
CITY ATTORNEY

By: ANGIL MORRIS-JONES
City Attorney

CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By: BRAD RAULSTON
Deputy City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By _____

PASHA AUTOMOTIVE SERVICES,
a California Corporation

By _____

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of
California

By _____

Approved as to form and legality:
CITY ATTORNEY

By: ANGIL MORRIS-JONES
City Attorney

CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By _____
BRAD RAULSTON
Deputy City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By *Shirley L. Sinner*

PASHA AUTOMOTIVE SERVICES,
a California Corporation

By _____

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of
California

By _____

Approved as to form and legality:
CITY ATTORNEY

By: ANGIL MORRIS-JONES
City Attorney

CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By _____
BRAD RAULSTON
Deputy City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By _____

PASHA AUTOMOTIVE SERVICES,
a California Corporation

By Amy S. Manning

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of
California

By _____

Approved as to form and legality:
CITY ATTORNEY

By: ANGIL MORRIS-JONES
City Attorney

CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By BRAD RAULSTON
Deputy City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By _____

PASHA AUTOMOTIVE SERVICES,
a California Corporation

By _____

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of
California

By *Lysan M. Bak for*
Pili 32 Marina, LLC

THIRD AMENDMENT TO AGREEMENT

The parties to this Third Amendment to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District"), CITY OF NATIONAL CITY, a municipal corporation of the state of California (City), ICF JONES & STOKES, INC., a Delaware corporation ("Consultant"), PASHA AUTOMOTIVE SERVICES, a California corporation ("Pasha"), and GB CAPITAL HOLDINGS, a Limited Liability Corporation ("GB Capital"). Pasha and GB Capital are collectively referred herein as "Applicant" or "Applicants." The District and City are collectively referred herein as "Agencies." The Agencies, Consultant and Applicants are sometimes individually referred to as a "Party" and are sometimes collectively referred to as "Parties."

Recitals:

The Parties entered into an agreement, on file in the office of the District Clerk as Document No. 66173, filed February 23, 2017 ("Agreement"), for professional services whereby Consultant is to prepare an EIR for the Proposed Project, as defined and described in Exhibit A to the Agreement. An amendment to the Agreement is on file in the office of the District Clerk as Document No. 67390, filed October 13, 2017; and a second amendment to the Agreement is on file in the office of the District Clerk as Document No. 69808, filed April 10, 2019.

It is now proposed to enter into a Third Amendment to the Agreement to add \$70,232 in additional funds needed to complete the tasks described in the attached Exhibit A-2, Additional Scope of Work, attached hereto and incorporated herein; to revise the shared cost and expense breakdown identified in the Agreement; and to extend the termination date of the Agreement to December 31, 2020.

The Parties Agree:

The Agreement is amended as follows:

1. The total maximum expenditure under this Agreement is hereby increased by Seventy Thousand Two Hundred Thirty-two Dollars (\$70,232.00) from Six Hundred Seventy-Five Thousand Dollars (\$675,000.00) to Seven Hundred Forty-Five Thousand Two Hundred Thirty-Two Dollars (\$745,232.00).
2. The Scope of Work is hereby amended to include additional services, as described and attached hereto as Exhibit A-2 and incorporated herein and accordingly, Consultant shall perform the Scope of Work, as described in Exhibit B of the Agreement, as amended by Exhibit A-1, Amended Scope of Work, and as amended by Exhibit A-2, Additional Services for Scope of Work.
3. Sections 2 (Reservation of Discretion – Proposed Project), 3 (Scope of Work) and 5.4 (Compensation of Consultant) of the Agreement are revised to reflect the following revised shared cost and expense breakdown percentages: Agencies each responsible for thirty-three (33) percent and Applicants each responsible for seventeen (17) percent for any and all Consultant services rendered pursuant to the Agreement, as amended by this Third Amendment to Agreement. And therefore, per this Third Amendment to Agreement, the District shall pay for the Agencies' costs sixty-six (66) percent of the total Consultant cost), and the Applicants shall each pay seventeen (17) percent of the total Consultant cost.

4. The term of the Agreement is hereby extended and shall terminate on December 31, 2020.
5. All other terms, covenants, and conditions in the original Agreement, as amended, shall remain in full force and effect and shall be applicable to this Third Amendment.

DATED: _____, 2020

Approved as to form and legality:
GENERAL COUNSEL

By: Senior Deputy General Counsel

SAN DIEGO UNIFIED PORT DISTRICT

By _____
JASON H. GIFFEN
Assistant Vice President
Planning and Green Port

Approved as to form and legality:
CITY ATTORNEY

By: ANGIL MORRIS-JONES
City Attorney

CITY OF NATIONAL CITY,
a Municipal Corporation of the State of California

By _____
BRAD RAULSTON
City Manager

ICF JONES & STOKES, INC.,
a Delaware Corporation

By _____

PASHA AUTOMOTIVE SERVICES,
a California Corporation

By _____

GB CAPITAL HOLDINGS,
a Limited Liability Corporation of the State of California

By _____

EXHIBIT A-2

Additional Services for Scope of Work

The following work items cover additional work to be completed by the Consultant to complete the Draft EIR for the Environmental Impact Report (EIR) for the National City Bayfront Projects and Plan Amendments (“Proposed Project” or “project”). These additional work items were not anticipated in the original Scope of Work, which was prepared in response to the Project's Request for Proposals (RFP).

More specifically, additional funds are warranted to complete the work efforts for Task 4.2, Task 4.6, Task 5, and Task 14, which are proposed to be revised, as described below.

I. ADDITIONAL WORK EFFORTS

Task 4 – Technical Studies

Task 4.2: Biological Resources

The scope of work for this task will be expanded to address the additional work efforts required to incorporate the revised Biological Resources Technical Report, which has been significantly expanded at the request of the California Department of Fish and Wildlife in that agency's Notice of Preparation letter dated 1/21/19.

Task 4.6: Transportation and Parking

Traffic counts associated with this task were collected in 2017. At the request of the District, subconsultant Chen Ryan Associates conducted additional traffic counts to validate the 2017 traffic volumes. More specifically, the following roadway segment counts were collected for three (3) days:

- Bay Marina Drive between Cleveland Avenue and I-5 Southbound Ramps
- Bay Marina Drive between Haffley Avenue and Cleveland Avenue
- Bay Marina Drive between Quay Avenue and Tidelands Avenue.

Also at the request of the District, Chen Ryan Associates will analyze transportation impacts pursuant to Senate Bill (SB) 743 for the proposed project. This includes a SB 743 Vehicle Miles Traveled (VMT) analysis for the proposed project's Traffic Analysis Zone. The San Diego Association of Governments (SANDAG) model that will be used for this analysis is the recently completed North Harbor Drive model. Chen Ryan Associates will prepare a memorandum summarizing the methodology and results of the SB 743 analysis and will draft any mitigation, if necessary.

Task 5 – First Screencheck Draft EIR

The original scope of work for the EIR was prepared prior to the comprehensive update to the CEQA Guidelines that occurred in December 2018. Therefore, additional work efforts are required for this task in order to incorporate the changes associated with the comprehensive update (2018) to the CEQA Guidelines into the EIR, including adding a new EIR section (Energy) and adding a “Wildfire” analysis in the Effects Found Not to Be Significant chapter of the EIR.

At the request of the District, the relocation of Granger Hall to Pepper Park will be included, where appropriate, in the Draft EIR. For land use purposes, Granger Hall will be analyzed as an event venue with limitations with 85 percent use as a public facility and 15 percent use as a private facility. This land use would be consistent with the Balanced Plan and no additional technical studies would be required.

Further, the above-mentioned revisions to Task 4.2, Task 4.6, and Task 5 require additional work efforts for the following EIR sections:

- Project Description
- Aesthetics
- Air Quality and Health Risk
- Biological Resources
- Cultural Resources
- Greenhouse Gas Emissions and Climate Change
- Land Use and Planning
- Noise and Vibration
- Public Services and Recreation
- Transportation, Circulation, and Parking
- Utilities and Service Systems

Task 14 – Project Coordination and Meetings

The original scope of work anticipated completion of the EIR within approximately 18 months; however, the anticipated completion of the EIR has been extended due to completion of the project description taking longer than originally anticipated and additional work efforts associated with comments received on the Notice of Preparation. This extended schedule has resulted in Consultant providing additional project coordination and project management activities, including instances that have required project management assistance from both Consultant’s Project Manager and Project Director. The additional work efforts required for this task are anticipated to cover continued project coordination and project management activities through the end of the amended termination date of this Agreement – December 31, 2020, with involvement primarily from Consultant’s Project Manager and intermittently from Consultant’s Project Director.

II. REVISED FEE FOR SERVICES TO BE PERFORMED

The above-mentioned work will be performed on a time and materials basis not to exceed a total of \$70,232. The total amount of these Labor costs shall be billed in accordance with Consultant's hourly rates, as depicted in Section 5 of the original Agreement.

Task	Proposed Fee Increase	Overall Total Fee per Task, as Amended
Task 1 – Review Background Information	\$0	\$5,312
Task 2 – Project Description	\$0	\$12,470
Task 3 – Initial Study/Notice of Preparation	\$0	\$17,346
Task 4 – Technical Studies		
<i>Task 4.1 – Air Quality and Health Risk</i>	\$0	\$37,802
<i>Task 4.2 – Biological Resources</i>	\$2,387	\$16,887
<i>Task 4.3 – Cultural Resources</i>	\$0	\$23,487
<i>Task 4.4 – Greenhouse Gas Emissions and Climate Change</i>	\$0	\$19,604
<i>Task 4.5 – Noise and Vibration</i>	\$0	\$30,137
<i>Task 4.6 – Transportation and Parking</i>	\$11,891	\$71,171
<i>Task 4.7 – Sea Level Rise</i>	\$0	\$4,002
Task 5 – First Screencheck Draft EIR	\$20,632	\$216,144
Task 6 – Second Screencheck Draft EIR	\$0	\$45,319
Task 7 – Third Screencheck Draft EIR	\$0	\$18,077
Task 8 – Public Review Draft EIR	\$0	\$10,753
Task 9 – Responses to Comments	\$0	\$39,203
Task 10 – First Screencheck Final EIR and MMRP	\$0	\$17,938
Task 11 – Second Screencheck Final EIR and MMRP	\$0	\$8,678
Task 12 – Final EIR and MMRP	\$0	\$3,560
Task 13 – Findings and Statement of Overriding Considerations	\$0	\$7,053
Task 14 – Project Coordination, Meetings, and Quality Control	\$35,322	\$78,481
Task 15 – Reimbursable Expenses	\$0	\$7,250
<i>Contingency</i>	\$0	\$54,558
TOTAL	\$70,232	\$745,232

RESOLUTION NO. 2020 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE THIRD AMENDMENT TO THE AGREEMENT BY AND BETWEEN
THE CITY OF NATIONAL CITY, THE SAN DIEGO UNIFIED PORT DISTRICT, PASHA
AUTOMOTIVE SERVICES (APPLICANT), GB CAPITAL HOLDINGS (APPLICANT),
AND ICF JONES & STOKES (CONSULTANT) FOR PROFESSIONAL SERVICES TO
PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR THE
BALANCED PLAN PROJECT**

WHEREAS, on February 21, 2017, the parties entered into an agreement for the preparation of an environmental impact report for the Marina District Balanced Land Use Plan (Balanced Plan) for a total cost of \$603,000; and

WHEREAS, on October 10, 2017, the parties entered into the First Amendment to the Agreement to add \$72,000 in funds for additional scope of work; and

WHEREAS, on April 10, 2019, the parties entered into the Second Amendment to extend the term of the Agreement to June 30, 2020; and

WHEREAS, this Third Amendment would add \$70,232 in funds for additional scope of work and extend the term of the Agreement to December 31, 2020; and

WHEREAS, the amended scope of work is necessary to address additional needed analysis as well as comprehensive California Environmental Quality Act (CEQA) updates; and

WHEREAS, the draft Environmental Impact Report (EIR) is currently under preparation and is expected to be released this summer/fall; and

WHEREAS, pursuant to the Agreement and subsequent amendments, the Port District has covered and will continue to cover the City of National City's share of costs associated with the environmental review of the project; and

WHEREAS, this activity is not a project as defined in Section 15378 of the California Code of Regulations, and no further action is required under the CEQA.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of National City hereby approves the Third Amendment to the Agreement by and between the City of National City, the San Diego Unified Port District, Pasha Automotive Services (Applicant), GB Capital Holdings (Applicant), and ICF Jones & Stokes (Consultant) for professional services to prepare an Environmental Impact Report for the Balanced Plan project by adding an additional \$70,232 in funds for additional scope of work.

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**Resolution No. 2020 –
Page Two**

BE IT FURTHER RESOLVED by the City Council of the City of National City hereby approves the extension of the term of the Agreement to December 31, 2020.

PASSED and ADOPTED this 5th day of May, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael 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 reaffirming and certifying the continued existence of a Local Emergency resulting from the COVID -19 Coronavirus Pandemic. \(City Clerk and City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City reaffirming and certifying the continued existence of a local emergency resulting from the COVID-19 Coronavirus Pandemic. (City Clerk and City Attorney)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk / City Attorney

PHONE: (619) 336-4226

APPROVED BY: 

EXPLANATION:

On March 12, 2020, City Manager Brad Raulston, acting in his capacity as Emergency Services Director, issued a Proclamation of Local Emergency in National City resulting from the COVID-19 Coronavirus Pandemic.

On March 17, 2020, the City Council adopted Resolution No. 2020-35, ratifying the Proclamation of a Local Emergency.

California Government Code Section 8630 requires a Proclamation of Local Emergency to be reaffirmed by the City Council every sixty (60) days until the emergency ends. The proposed Resolution reaffirms the continued existence of a Local Emergency.

FINANCIAL STATEMENT:

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ACCOUNT NO.

ENVIRONMENTAL REVIEW:

ORDINANCE: **INTRODUCTION:** ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution

ATTACHMENTS:

Resolution

RESOLUTION NO. 2020 -

REAFFIRMATION RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY CERTIFYING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY REGARDING COVID-19

WHEREAS, Section 2.48.060 of the National City Municipal Code empowers the City Manager, as Emergency Services Director, to proclaim the existence or threatened existence of a Local Emergency when said City is affected, or likely to be affected, by a public calamity and the City Council is not in session, subject to ratification by the City Council; and

WHEREAS, such Proclamation entitles the Emergency Services Director, and the emergency organization of National City, to all the powers, functions, and duties prescribed by state law, charter, ordinances, and resolutions of the City of National City; and

WHEREAS, conditions of extreme peril to the safety of persons and property did arise within National City caused by the expanding threat of the novel COVID-19 virus, the potential existence of COVID-19 positive persons and patients in the City, and potential threatened isolation and quarantine of residents, employees, businesses, and public safety workers commencing on the 12th day of March, 2020, at which time the City Council was not in session and could not be called into session; and

WHEREAS, the Emergency Services Director of the City of National City issued a Proclamation of Local Emergency within National City on the 12th day of March, 2020; and

WHEREAS, the City Council did find the aforesaid conditions of an epidemic caused by the expanding threat of the novel COVID-19 virus to be of extreme peril that did warrant and necessitate the Proclamation of Local Emergency which did arise within the City commencing on March 12, 2020; and

WHEREAS, the City Council did proclaim and ratify the existence of a Local Emergency within said jurisdiction by adopting Resolution No. 2020-35 on the 17th day of March 2020, and requested the Governor of California proclaim the City of National City to be in a state of emergency; and further requested that the Governor request a Presidential Declaration; and

WHEREAS, Government Code Section 8630 requires that Proclamations of Local Emergency must be reaffirmed by the governing body of the affected jurisdiction every 60 days during the time the Local Emergency remains in effect; and

///
///
///

**Resolution No. 2020 –
Page Two**

WHEREAS, conditions of extreme peril to the safety of persons and property caused by said emergency continue to exist, and continue to be beyond the control of local resources, services, personnel, and equipment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City proclaim that the Local Emergency which first began on the 12th day of March 2020, continues to exist.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby issues this Reaffirmation Resolution of Continuance of Local Emergency certifying and reaffirming the continuation of the Local Emergency.

BE IT FURTHER RESOLVED that said Local Emergency shall continue to exist for an additional 60 days unless terminated earlier by the City Council of the City of National City.

IT IS FURTHER ORDERED that a copy of this Proclamation of Continuance be forwarded to the State Director of the Governor's Office of Emergency Services.

PASSED and ADOPTED this 5th day of May, 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: [Temporary Use Permit - Request from Catholic Charities Diocese to conduct the Catholic Charities Emergency Food Distribution network at 140 West 18th Street starting on May 7, 2020 from 9:00 a.m. - 3:00 p.m. on multiple days ending on June 27, 2020. Applicant has requested a waiver of all fees. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit - Request from Catholic Charities Diocese to conduct the Catholic Charities Emergency Food Distribution network at 140 West 18th Street starting on May 7, 2020 from 9:00 a.m. - 3:00 p.m. on multiple days ending on June 27, 2020. Applicant has requested a waiver of all fees.

PREPARED BY: |Dionisia Trejo|

DEPARTMENT: Community Development

PHONE: |(619) 336-4255|

APPROVED BY:


Armando Vergara
Director of Community Development

EXPLANATION:

This is a request from Catholic Charities Diocese to conduct the Catholic Charities emergency food distribution network at 140 West 18th Street starting on May 7, 2020 from 9:00 a.m. - 3:00 p.m. on multiple days ending on June 27, 2020.

The purpose of the event is to help the National City community with food due to COVID-19. This will be a drive-through event; vehicles will drive up and food boxes will be placed in their trunks. Volunteers will wear masks and gloves at all times. Identification and/or a utility bill showing National City residency will be required. The food distribution will be in the parking lot.

Note: This is the first time this organization has requested a Temporary Use Permit to conduct the Catholic Charities emergency food distribution network.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

City fee of \$272.00 for processing the TUP through various City departments. Total fees are \$272.

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 a request for waiver of fees in accordance with City Council Policy 802.

BOARD / COMMISSION RECOMMENDATION:

|N/A|

ATTACHMENTS:

|Application for a Temporary Use Permit with recommended 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 Catholic Charities Emergency Food Distribution Network
Event Location (list all sites being requested) St. Anthony's Catholic Church Parking Lot, 410 W. 18th St,

Event Times

Set-Up Starts
Date 5/7/2020 Time 8:00 AM Day of Week Thursday
Event Starts
Date 5/7/2020 Time 9:00 AM Day of Week Thursday
Event Ends
Date 6/27/2020 Time 3:00 PM Day of Week Saturday
Breakdown Ends
Date 6/27/2020 Time 4:00 PM Day of Week Saturday

Applicant Information

Applicant (Your name) St. Anthony's Catholic Church Sponsoring Organization Catholic Charities Diocese
Event Coordinator (if different from applicant) St. Anthony's Catholic Church
Mailing Address 410 W. 18th St, National City, CA
Day Phone (619) 321-2841 After Hours Phone _____ Cell _____ Fax _____
Public Information Phone (619) 321-2841 E-mail pastor@stjudesd.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: [Signature] Date April 29, 2020

Special Event Application (continued)

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

Fees/Proceeds/Reporting

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

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

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

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

\$ 25,000 Estimated Expenses for this event.

\$ 0.00 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:

Estimated Attendance

Anticipated # of Participants: 150 Anticipated # of Spectators: 150

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: To enforce security and crowd control, individuals will need to pre-register and a time for food pick-up will be shared with the fair

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

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

Security Director (Name): _____ Phone: _____

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

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

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☐

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

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

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

Event will be a drive-through event, in-which individuals will not need to leave their cars to pick-up food.

For individuals that are unable to drive to the site, delivery of food is available upon request.

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?

10 _____ # of canopies size 9' x 7'

_____ # of tents size _____

☐ No canopies/tents being set up

☒

10

1

20

□



Address

City/State

Phone Number

1

☒

Having amplified sound and/or music? Yes

No ☒

11



If using live music or a DJ, ► Contractor Name

Address

City/State

Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

☐ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name _____

Address _____

City/State _____

Phone Number _____

Using electrical power? Yes ☐ No ☒

☐ Using Kimball Park Bowl
Lighting (from _____ to _____)

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

☐ For food and/or refrigeration

☐ Bringing in generator(s) ☐ For sound and/or lighting

☐ For food and/or refrigeration

Vendor Information

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

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

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

If yes, please describe how food will be served and/or prepared: _____

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

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

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

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

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

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

☐ Food/beverages to be handled by organization; no outside vendors

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

▶ Explain services _____

☐ Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

☒ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

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

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Carnival Rides _____ ☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$545.00.

Arranging for media coverage? Yes ☒ No ☐

☒ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

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

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

☐ Yes, we will post signage # _____ Dimensions _____

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

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

☐ Location of banners/signage _____

Waste Management

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

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

If yes, please identify the following:

▶ Total number of portable toilets: _____

▶ Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ▶ _____

▶ Load-In Day & Time _____ ▶ Load-out Day & Time _____

☐ Portable toilets to be serviced. ▶ Time _____

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) _____

☒ 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) _____
- ☒ 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:

Food distribution will be held 3x/week, Tuesdays, Thursdays, and Saturdays starting

Thursday, May 7 to Saturday, June 27. Frequency will be revisited as end date nears.

**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: _____	
Event Address: _____	Expected # of Attendees: _____
Event Host/Coordinator: _____	Phone Number: _____

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: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

Organization: _____

Person in Charge of Activity: _____

Address: _____

Telephone: _____ Date(s) of Use: _____

HOLD HARMLESS AGREEMENT

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

Signature of Applicant: _____

Official Title: Permit Date: April 29 2020

For Office Use Only

Certificate of Insurance Approved _____ Date _____

Dionisia Trejo

From: Lisa DuMolt <LDuMolt@ccdsd.org>
Sent: Thursday, April 30, 2020 12:38 PM
To: Armando Vergara
Cc: Dionisia Trejo
Subject: RE: National City TUP

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

Hello Armando:

Pasted below is the event description narrative:

Catholic Charities in partnership with National City, St. Anthony's Catholic Church, and San Ysidro Health are hosting community food distributions weekly beginning May 7 through June 27 at St. Anthony's Catholic Church 410 W. 18th St, National City, CA 91950. Food is available by appointment on Tuesdays, Thursdays and Saturdays from 9AM - 3PM. Home delivery is also available for the home bound. Register on line at [//ccdsd.org/efdn](http://ccdsd.org/efdn) or by calling Catholic Charities, (619) 323-2841.

Our organization would appreciate it if you would consider waiving the fees.

Lastly, did you see my e-mail noting the telephone typo on the first page? The public phone number and day time telephone number was incorrect on the original form. It was listed as (619) 321-2841 but should be (619) 323-2841.

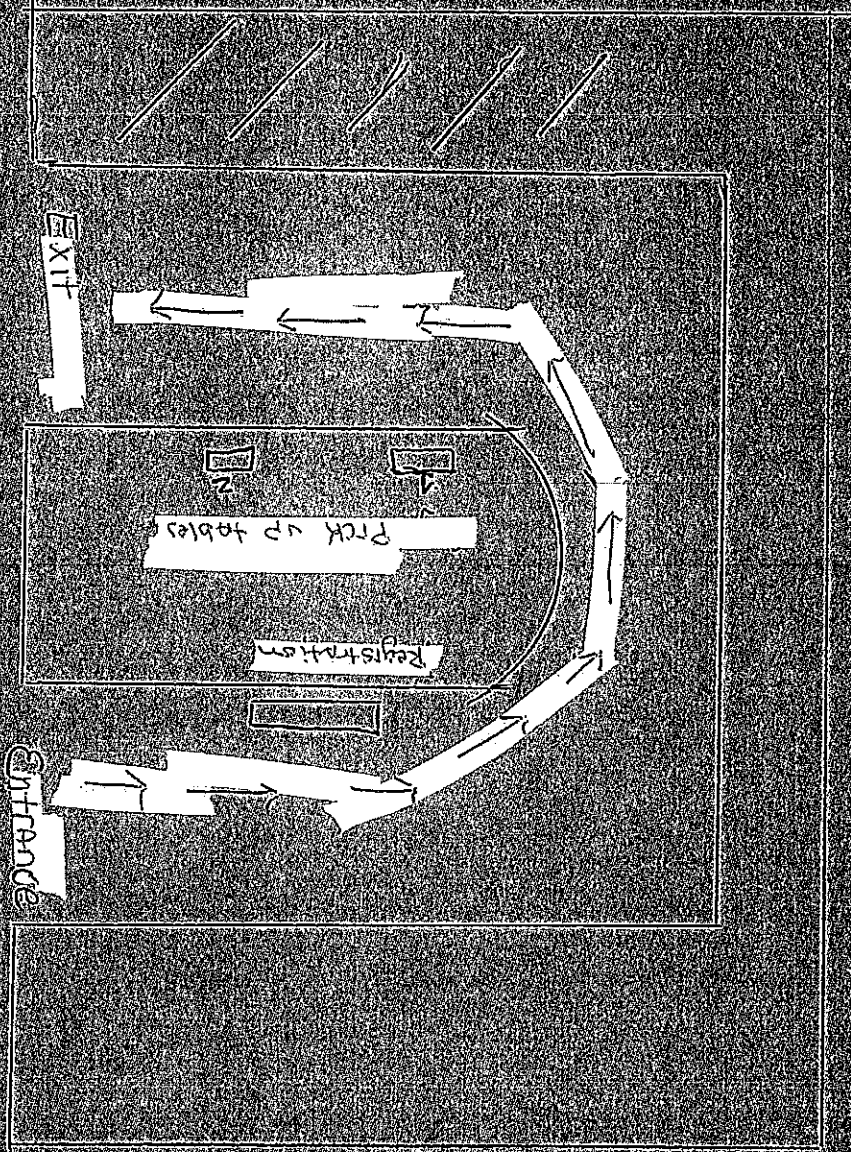


Lisa DuMolt
Director, Community Services
Office: (619) 287-9454
Cell: (619) 339-9533

ldumolt@ccdsd.org
www.ccdsd.org



St. Anthony of Padua
National City



Wilson Ave

19th St

Certificate of Coverage

Date: 4/29/2020

Certificate Holder
The Roman Catholic Bishop of San Diego,
A Corporation Sole
Pastoral Center
P.O. Box 85728
San Diego, CA 92186

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
St. Anthony of Padua Parish and Catholic Charities of San Diego
410 West 18th Street
National City, CA 91950

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability	8585	7/1/2019	7/1/2020	Each Occurrence	1,000,000
	<input checked="" type="checkbox"/> Occurrence				General Aggregate	2,000,000
	<input type="checkbox"/> Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage extends only for claims directly arising out of the Catholic Charities Temporary Use Permit for the City of National City regarding the Catholic Charities Emergency Food Distribution Network being held at St. Anthony of Padua Parish beginning May 7, 2020 and concluding June 27, 2020. Liability coverage extends only for claims occurring during the date and time of the St. Anthony of Padua and Catholic Charities event. Coverage does not extend to the City of National City's failure to maintain properties or for any unsupervised activities. The City of National City, its officials, agents and employees are named as additional protected person(s), except as it pertains to their own active negligence.

Holder of Certificate

Cancellation

Additional Protected Person(s)

City of National City
Neighborhood Services Department
1243 National City Blvd.
National City, CA 91950

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail ³⁰ days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Michael A. Antunovich

0168008545

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 5/7/2020

Cancellation Date of Endorsement: 6/28/2020

Certificate Holder: The Roman Catholic Bishop of San Diego,
A Corporation Sole
Pastoral Center
P.O. Box 85728
San Diego, CA 92186

Location: St. Anthony of Padua Parish and Catholic Charities of San Diego
410 West 18th Street
National City, CA 91950

Certificate No. 8585 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

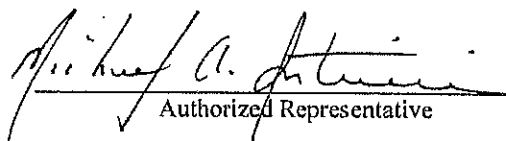
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
City of National City
Neighborhood Services Department
1243 National City Blvd.
National City, CA 91950

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage extends only for claims directly arising out of the Catholic Charities Temporary Use Permit for the City of National City regarding the Catholic Charities Emergency Food Distribution Network being held at St. Anthony of Padua Parish beginning May 7, 2020 and concluding June 27, 2020. Liability coverage extends only for claims occurring during the date and time of the St. Anthony of Padua and Catholic Charities event. Coverage does not extend to the City of National City's failure to maintain properties or for any unsupervised activities. The City of National City, its officials, agents and employees are named as additional protected person(s), except as it pertains to their own active negligence.


Authorized Representative

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

SPONSORING ORGANIZATION: **Catholic Charities Diocese**
EVENT: **Catholic Charities Emergency Food Distribution**
DATE OF EVENT: **May 7, 2020 thru June 27, 2020**

APPROVALS:

RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
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 [x]
COMMUNITY DEVELOPMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

PUBLIC WORKS (619)366-4580

No comments

POLICE DEPARTMENT

The police department will have officer's extra patrol the area as calls allow and has no further comments.

ENGINEERING

We have determined that in order to prevent blocking of the intersection at W. 18TH Street and Wilson Avenue it is recommended that public access the site by way of heading south on Harding Avenue, turning west on W. 19TH Street, turning north on Wilson Avenue so they will be turning right into the site and then turn right when exiting onto north bound Wilson Avenue.

CITY ATTORNEY

Approved on conditions that Risk Manager approves

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned request for the issuance of a Temporary Use Permit. All the insurance requirements were met and the following documents were provided with the Temporary Use Permit application:

- A valid copy of the Certificate of Coverage.
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The applicant provided a separate additional insured endorsement wherein it notes as the additional insured as The City of National City
- The Certificate Holder reflects:

City of National City
Neighborhood Services Department
1243 National City Boulevard
National City, CA. 91950

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

FIRE (619) 336-4550

No fees for this event

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

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach.
- 2) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes.
- 3) 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 State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies.

COMMUNITY DEVELOPMENT

Planning

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

Building

No requirements

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 during 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.

The following page(s) contain the backup material for Agenda Item: [Discussion on amending City Council Policy No. 107 by adding Sections F and G regarding non-resident appointed Board members and direction to City staff as the City Council deems appropriate. \(City Attorney\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO. _____

ITEM TITLE:

Discussion on amending City Council Policy #107 by adding Sections F and G regarding non-resident Appointed Board members and direction to Staff as the City Council deems appropriate.

PREPARED BY: Angil P. Morris-Jones

DEPARTMENT: City Attorney

PHONE: 619 336-4220

APPROVED BY: 

EXPLANATION:

At the City Council Meeting of April 7, 2020 during Council comments Vice Mayor Rios requested and received unanimous consent by the City Council to consider an amendment to the City Council Policy regarding Appointments of City Boards, Committees and Commissions which have an unscheduled vacancy.

This amendment adds Section F which would provide that an unscheduled vacancy automatically occurs when a resident holding an appointed position on a City Board, Committee or Commission becomes a non-resident by moving out of the National City limits. Section F will also provide how to fill that vacancy.

Secondly, this amendment would add Section G which provides that only City Residents may be elected to the Office of Chair of a City Board, Committee or Commission.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

STAFF RECOMMENDATION:

Give direction to City Staff on the amendment as it relates to adding Sections F and G to City Council Policy # 107

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Draft Amendment to City Council Policy #107 by adding Sections F and G.

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Appointments to Boards and Commissions

POLICY: # 107

ADOPTED: June 17, 1986

AMENDED: May ____, 2020

PURPOSE

To establish a procedure to serve as a guide in making appointments to various City Boards and Commissions. The City currently has the following boards, commissions, and committees (generally referred to as Boards and Commissions) to which this Policy would apply: Board of Library Trustees; Civil Service Commission; Community and Police Relations Commission; Park, Recreation and Senior Citizens Advisory Committee; Planning Commission; Public Art Committee; and, Traffic Safety Committee.

POLICY

Appointment Process

- A. Opportunity to apply. All interested individuals shall be given an opportunity to submit applications for vacancies on City Board and Commissions. Incumbent Commissioners are not automatically re-appointed but are required to fill out an abbreviated application provided by the City Clerk, indicating their interest in continuing to serve.
- B. Unexpired terms. If an incumbent Commissioner was appointed to fill an unexpired term and the Commissioner has served for less than one year in that position, the Council may re-appoint the incumbent without considering other applicants.
- C. Vacancies. When Commissioner vacancies occur, the following procedure shall be followed:
 1. Schedule vacancy. When a term is or has expired, a public notice of the vacancy shall be made. Interested individuals will be invited to submit applications for the vacancy on a form provided by the City Clerk.
 2. Unscheduled vacancy. An unscheduled vacancy shall be filled pursuant to and consistent with Government Code section 54974, which provides generally as follows: When an unscheduled vacancy occurs, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the City Clerk and the National City Library, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment shall not be made by the City Council for at least 10 working days after the posting of the notice in the City Clerk's office. However, the City Council may, if it finds that an emergency exists, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall

serve only on an acting basis until the final appointment is made pursuant to this section.

3. Applications will be reviewed by the entire City Council and applicants will be interviewed by the entire City Council.

D. Implementation. Implementation of Council policy for appointment to Boards and Commissions requires the following:

1. Preparation of appointments list by the City Council. On or before December 31 of each year, the City Council via the City Clerk shall prepare an appointments list (known as the Local Appointments List) of all regular and ongoing boards, commissions, and committees which are appointed by the Mayor and/or the City Council, in compliance with Government Code section 54972, which generally requires a list of all appointive terms which will expire during the next calendar year, the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position; and a list of all boards, commissions, and committees whose members serve at the pleasure of the City Council, and the necessary qualifications for each position.
2. Notice. Placement of a legal/public notice in a local San Diego newspaper advertising appointive vacancies;
3. Expiration of term. A letter to be sent to all office holders as their terms expire asking if they would like to re-apply for the position;
4. Interviews. Interviews to be held for those who file applications for all committees with current vacancies. Each applicant will have the opportunity to make a brief (approximately 5 minute) presentation of their interests and qualifications before the City Council at a regular Council meeting. All appointments and interviews before the City Council will be scheduled as needed to fill unexpected vacancies, with every effort to be made before an individual's term expires. Interviews may take place at one meeting, with appointments made at a subsequent meeting.

E. Vacancies for Council Appointed Positions. If the vacancy is for a Council- appointed position, and there is more than one applicant for a given position, the voting process will proceed as follows

1. Once the interviews are complete, each Councilmember votes for his/her choice via a written ballot. Each Councilmember shall print and sign his/her name on the ballot. All ballots shall be considered a public record and open to inspection by the public.

2. The ballots are passed to the City Clerk who announces the number of votes for each candidate. In the event of a tie, each Councilmember votes again until one (1) candidate has the majority vote, and is declared to be the new Commissioner.
3. Re-appointment beyond two terms. Anyone wishing to be re-appointed to any Board or Commission, and has served two or more full terms already, must be approved a four-fifths vote of the Council. In these instances, if all five members of the Council are not present or if one member abstains or recuses his/her vote, the four-fifths requirement would be changes to require only a simple majority.

F. An automatic vacancy upon becoming a Non-Resident. An unscheduled vacancy automatically occurs when a resident holding an appointment position on a City Board, Committee or Commission becomes a non-resident by moving out of National City limits. When an unscheduled vacancy occurs due to a resident becoming a non-resident, the unscheduled vacancy may be filled as follows:

- 1. A special vacancy notice shall be posted in the Office of the City Clerk and the National City Library, and in other places as directed by the City Council, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final Appointment at a City Council Meeting, shall not be made by the Appointing Authority for at least 10 working days after the posting of the notice in the City Clerk's Office.**
- 2. The Appointing Authority may appoint the former resident to a Non-Residential position if a Non-Residential position is vacant.**
- 3. However, the Appointing Authority may, if it finds that an emergency exist, fill the unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an acting basis until the final appointment is made pursuant to this section.**

G. Only City Residents may be elected to Chair. To be eligible to be elected as the Chairperson of a City Board, Committee or Commission, the member must be a resident of the City.

Appointing Authority

Under the Government Code, the Mayor has appointment power to all Boards and Commissions, subject to ratification by the City Council, unless there is a State law which directly, or by implication, grants the appointment power to the City Council. The following is a list of City Boards and Commissions divided between the Mayor and City Council as the Appointment power exists.

ADOPTED: June 17, 1986**AMENDED: May __, 2020**Mayor's Appointments:

Board of Library Trustees
Traffic Safety Committee
Parks, Recreation and Senior Citizens Advisory Committee
Sweetwater Authority
Community and Police Relations Commission
(CPRC)
Public Art Committee
Veterans and Military Families Advisory Committee

City Council Appointments:

Planning Commission (including Committee for Housing and
Community Development)
Port Commission
Civil Service Commission

Related Policy References

Government Code section 40605
Government Code section 54970, et.seq.
National City Municipal Code Title 16 (pending)

Prior Policy Amendments

None

The following page(s) contain the backup material for Agenda Item: [Presentation on a supplemental Community Development Block Grant \(CDBG-CV\) appropriation by the U.S. Department of Housing and Urban Development \(HUD\) to prevent, prepare for, and respond to the coronavirus \(COVID-19\) pandemic. \(Housing Authority\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: May 5, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Presentation on a supplemental Community Development Block Grant (CDBG-CV) appropriation by the U.S. Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the coronavirus (COVID-19) pandemic.

PREPARED BY: Angelita Palma, Acting Housing Manager

DEPARTMENT: Housing Authority

PHONE: 619-336-4219

APPROVED BY: 

EXPLANATION:

See attachments for explanation and draft timeline.

FINANCIAL STATEMENT:

Not applicable to this report.

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ACCOUNT NO.

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Provide staff presentation and get further direction on the use of CDBG-CV funds.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

1. Explanation
2. Draft Timeline

City of National City
May 5, 2020
Staff Report Explanation

Agenda Item: Presentation on a supplemental Community Development Block Grant (CDBG-CV) appropriation by the U.S. Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the coronavirus (COVID-19) pandemic.

On March 27, 2020, the President signed the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136), providing \$2.2 trillion in federal funds to respond to the COVID-19 emergency. The CARES Act included \$5 billion to the Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program to prevent, prepare for and respond to the coronavirus. As a CPD formula entitlement grantee the City of National City received \$464,017 in CDBG from the CARES Act funds (CDBG-CV).

The CARES Act provides CDBG grantees with flexibilities to make it easier to use CDBG-CV grants for coronavirus response and authorizes HUD to grant waivers and alternative requirements. The elimination of the cap on Public Services is allowed under the CARES Act. This flexibility allows for basic needs to be met through public service activities which may include the purchase of food and critical needs, assistance with emergency housing and/or utility assistance.

The amount of CDBG-CV funds available are modest compared to the needs of the low and moderate income residents in the City. Staff is requesting direction from the City Council to use CDBG-CV funds for Public Services to serve the urgent need of the community to prevent, prepare for, and respond to coronavirus.

City of National City
May 5, 2020
Staff Report Draft Timeline

Agenda Item: Presentation on a supplemental Community Development Block Grant (CDBG-CV) appropriation by the U.S. Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the coronavirus (COVID-19) pandemic.

DRAFT CDBG-CV Timeline for the First Amendment to the 2020-2024 Consolidated Plan & 2020-2021 Action Plan*	
Date	Action
May to June 2020	Drafting of the First Amendment to the HUD Program Year (PY) 2020-2024 Consolidated Plan and 2020 Action Plan
Tuesday, May 5, 2020	Priority Discussion for CDBG-CV Funds - Receive preliminary direction from City Council regarding emergency priorities for the use of CARES Act funding
Wednesday, May 6, 2020	Notice of Funding Availability for CDBG-CV
May 6 to May 15, 2020	Technical Assistance is available upon request.
TBD	Virtual Technical Assistance Workshop
Friday, May 15, 2020	Application submission deadline for CDBG-CV funding
June 8 to June 12, 2020	Five-day Notice of Public Review Period and Notice of Public Hearing for the Draft First Amendment to the 2020-2024 Consolidated Plan and 2020 Action Plan
Tuesday, June 16, 2020	Virtual Public Hearing to solicit public input on the First Amendment to the 2020-2024 Consolidated Plan and 2020 Action Plan and to allocate CDBG-CV funds available as a result of the CARES Act
Wednesday, June 17, 2020	Applicant Award Notification
July	Submit the First Amendment to the 2020-2024 Consolidated Plan and FY 2020 Action Plan to the Department of Housing and Urban Development (HUD)
July	Target date to begin using CARES Act Projects (pending HUD grant agreement)
*All dates listed herein are tentative and are subject to change.	

The following page(s) contain the backup material for Agenda Item: [Community Services and Neighborhood Services Update on Special Events. \(Community Services and Neighborhood Services\)](#)

Please scroll down to view the backup material.

Item # ____

05/05/20

**Community Services and Neighborhood Services
Update on Special Events**

(Community Services and Neighborhood Services)

City Sponsored Events 2020

Date	Event	Status
March 14	NC Gets Active Animal Encounters & Community Breakfast	Cancelled
April 4, 11, 18, & 25	Community Service Day	Cancelled
June 6	Summer Movies in the Park	Cancelled
June 13	NC Gets Active Scavenger Hunt & Community Breakfast	Cancelled
July 2	Miss National City	Cancelled
July 11	Summer Movies in the Park	Cancelled
August 4	National Night Out / Postponed Until Further Notice	Cancelled
September 12	NC Gets Active & Community Breakfast	
September 12	Summer Movies in the Park	Cancelled
September 24	Volunteer Appreciation Dinner	
October 3	Summer Movies in the Park	Cancelled
October 10	Family Tennis Day	
November 1	Dia de los Muretos	
December 5	Ornament Workshop	
December 12	NC Gets Active Reindeer Dash & Community Breakfast	
December 12	A Kimball Holiday	

City Co-Sponsored Events 2020

Date	Event	Status
May 30	Las Palmas 5k	Cancelled
July 1	4th of July Carnival / Postponed Until Further Notice	Cancelled
July 25	Relay for Life	Pending
August 8	Automobile Heritage Day Festival & Car Show	
October 10	10th Annual Mabuhay Festival	
October 16	Sweetwater High School Homecoming	
November 14	Maytime	
December 25	Christmas with Kids	

Other TUP Events 2020

Date	Event	Status
April 5	GranFondo SD Bike Ride	Cancelled
April 10	Live Stations of the Cross	Cancelled
April 21	Kidz Fest Cornerstone	Cancelled
April 30	Every 15 Minutes	2021
May 7	National Day of Prayer	Cancelled
June 13	St. Anthony Festival	Cancelled
August 24	Halloween Tent	
September 19	Lowrider Car Show	
September 19	3rd Annual Bayside Brew and Spirits Festival	
October 4	St. Mary's Annual Fall Festival	
October 31	Hope Fest	
November 14	Padres Pedal the Cause	

The following page(s) contain the backup material for Agenda Item: [COVID-19 Update.](#)
[\(City Manager\)](#)

Please scroll down to view the backup material.

Item # ____
05/05/20

COVID-19 Update

(City Manager)