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

COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, MARCH 15, 2016 – 6:00 PM

RON MORRISON
Mayor

JERRY CANO
Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

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 Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

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

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

1243 National City Blvd.
National City
619-336-4240

Meeting agendas and minutes available on web

WWW.NATIONALCITYCA.GOV

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

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

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

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

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

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

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

1. Employee of the Quarter 2016 - Tirza Gonzales, Executive Secretary

PRESENTATIONS

INTERVIEWS / APPOINTMENTS

2. Interviews and Appointments: Various Boards & Commissions. (City Clerk)

CONSENT CALENDAR

3. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

4. Approval of the Minutes of the Adjourned Regular Meetings of the City Council of the City of National City of January 20, 2016 and January 28, 2016 and the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of March 1, 2016. (City Clerk)

5. 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 for the distribution of $12,107 from the FY15 Urban Area Security Initiative (UASI) Grant Funds for the reimbursable grant for planning and training for police and fire personnel. (Fire)

6. Resolution of the City Council of the City of National City waiving the bid process pursuant to section 2.60.220(b) of the National City Municipal Code and authorizing the Mayor to execute a five year agreement with Vision Technology Solutions, LLC in the total not-to-exceed amount of $121,344.00 to upgrade and support Vision Internet Website Content Management System. (MIS)

7. Resolution of the City Council of the City of National City, 1) accepting the terms of the Termination and Mutual Release Agreement between 819 D Avenue, LLC, a California limited liability company (the Owner), NC Apartments, LLC, a California limited liability company, and the City of National City, for the Undergrounding of Utilities for the Harbor View Condo Project located at 819 D Avenue; and 2) authorizing the Mayor to execute the Agreement. (Engineering/Public Works)

8. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Geosyntec Consultants, Inc. to increase the not-to-exceed amount of the Agreement by $300,000 and extend the expiration date of the Agreement one year to October 6, 2017, to provide on-call project support services for National Citys Capital Improvement Program (CIP), including, but not limited to, environmental engineering, site assessments, characterization and remediation, groundwater monitoring and reporting, and preparation of environmental studies in accordance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). (Engineering/Public Works)

9. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with STC Traffic, Inc. to increase the not-to-exceed amount of the Agreement by $900,000 and extend the expiration date of the Agreement one year to April 14, 2017, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, architecture, land surveying, environmental compliance, assessment and remediation, geotechnical, soils and materials testing, traffic data collection, plan reviews, constructability reviews, and community outreach. (Engineering/Public Works)

10. Resolution of the City Council of the City of National City authorizing the Mayor to execute a Third Amendment to the Agreement with Project Professionals Corporation to increase the not-to-exceed amount of the Agreement by $900,000 and extend the expiration date of the Agreement one year to April 14, 2017, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability

reviews, community outreach and communications, and support for public works contracts and/or disputes. (Engineering/Public Works)

11. Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement with Kimley-Horn and Associates, Inc. to increase the not-to-exceed amount of the Agreement by $900,000 and extend the expiration date of the Agreement one year to April 14, 2017, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, architecture, land surveying, environmental compliance, assessment and remediation, geotechnical, soils and materials testing, plan reviews, constructability reviews, and community outreach. (Engineering/Public Works)

12. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Innovative Construction Consulting Services (ICCS) to increase the not-to-exceed amount of the Agreement by $900,000 and extend the expiration date of the Agreement one year to April 14, 2017, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, and community outreach. (Engineering/Public Works)

13. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with D-Max Engineering, Inc. to increase the not-to-exceed amount of the Agreement by $500,000 and extend the expiration date of the Agreement one year to April 14, 2017, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, environmental planning, compliance and assessments, plan reviews, constructability reviews, and community outreach. (Engineering/Public Works)

14. 2015 Annual Progress Report on the implementation of the Housing Element of the General Plan. State law requires the City to submit an annual progress report on the implementation of the General Plan Housing Element to the Governor's Office of Planning and Research and the Department of Housing and Community Development. (Planning)

15. Warrant Register #32 for the period of 02/03/16 through 02/09/16 in the amount of $2,178,131.88. (Finance)

16. Warrant Register #33 for the period of 02/10/16 through 02/16/16 in the amount of $2,398,000.67. (Finance)

PUBLIC HEARINGS

17. Public Hearing No. 1 of 2 for an amendment to the U.S Department of Housing and Urban Development (HUD) 2015-2019 Consolidated Plan and 2015-2016 Annual Action Plan and the allocation of 2016-2017 HUD entitlement grant funds, program income, and funds remaining from completed projects to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for the FY 2016-2017 Annual Action Plan. (Housing, Grants, and Asset Management)

ORDINANCES FOR INTRODUCTION

18. An Ordinance of the City Council of the City of National City amending Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays. (Applicant City-Initiated) (Case File 2015-07 A) (Planning/City Attorney)

ORDINANCES FOR ADOPTION

19. An Ordinance of the City Council of the City of National City amending Titles 7 and 11 of the National City Municipal Code pertaining to recreational vehicles. (Neighborhood Services)

NON CONSENT RESOLUTIONS

20. Resolution of the City Council of the City of National City approving a Conditional Use Permit for a wireless communications facility at 116 National City Blvd. (Applicant: Verizon Wireless) (Case File 2015-15 CUP) (Planning)

21. Resolution of the City Council of the City of National City, 1) awarding a contract to Fordyce Construction, Inc. in the not-to-exceed amount of $325,285.00 for the Las Palmas Park Municipal Pool/Camacho Gym/Fire Station 31 Improvements Project, CIP No. 16-02; 2) authorizing a 15% contingency in the amount of $48,792.75 for any unforeseen changes; 3) authorizing the Mayor to execute the contract; 4) authorizing the appropriation of $16,068.78 in the Fire Department DIF CIP account from the Fire Department DIF fund balance and appropriation of $34,500.00 in the Aquatic Center CIP account from the General Fund fund balance to supplement existing appropriations. (Engineering/Public Works)

22. Resolution of the City Council of the City of National City authorizing the appropriation of $350,000 in the Environmental Compliance Contract Services maintenance and operations account from General Fund fund

balance to fund emergency channel maintenance for Paradise Creek as provided under U.S. Army Corps of Engineers Regional General Permit No. 63 issued to the City of National City on January 29, 2016. (Engineering/Public Works)

23. Resolution of the City Council of the City of National City adopting the First-Time Homebuyer Program Manual and authorizing the City Manager to execute a subrecipient agreement between the City of National City and Springboard CDFI to administer the First-Time Homebuyer Program. (Housing, Grants, and Asset Management)

NEW BUSINESS

24. Temporary Use Permit – Easter Egg Scramble sponsored by Cornerstone Church of San Diego at Las Palmas Park on March 26, 2016 from 9 a.m. to 12 p.m. with no waiver of fees. (Neighborhood Services)

25. Temporary Use Permit National City Public Safety Fair hosted by the National City Police Department, Fire Department and Westfield Plaza Bonita on April 16, 2016 from 12 p.m. to 4:30 p.m. at 3030 Plaza Bonita Road. This is a National City sponsored event per Council Policy No. 804. (Neighborhood Services)

26. City Council Direction on the Relay for Life and Automobile Heritage Day Car Show requests for Temporary Use Permits for August 13, 2016 at Kimball Park. (Neighborhood Services)

27. City of National City Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2015. (Finance)

28. City of National City's Single Audit Report on Federal Awards for the Fiscal Year Ended June 30, 2015. (Finance)

29. Staff report on beekeeping and seeking direction from the City Council regarding a potential Ordinance to allow the keeping of bees in the City. (Planning/City Attorney)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - April 5, 2016 - 6:00 p.m. - Council Chambers - National City, California.

BUDGET SCHEDULE - FISCAL YEAR 2017

Budget Workshop - April 26, 2016 - 6:00 pm
Budget Hearing - June 7, 2016 - 6:00 pm

CITY COUNCIL SUMMER LEGISLATIVE RECESS

July 5, 2016 - City Council Meeting - Suspended
July 19, 2016 - City Council Meeting - Suspended

The following page(s) contain the backup material for Agenda Item: Employee of the Quarter 2016 - Tirza Gonzales, Executive Secretary

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

CITY OF NATIONAL CITY
MEMORANDUM

DATE: March 1, 2016

TO: Leslie Deese, City Manager

FROM: Stacey Stevenson, Director of Administrative Services

SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

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

The employee to be recognized for the First Quarter of calendar year 2016 is:

Tirza Gonzales – Executive Secretary

By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, March 15, 2016 to be recognized for her achievement and service.

Attachment

cc: Tirza Gonzalez
Steve Manganiello – Director of PW/City Engineer
Josie Flores-Clark – Executive Assistant III
Human Resources – Office File

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

Performance Recognition Award
Nomination Form

I nominate Tirza Gonzales, Executive Secretary

for the Performance Recognition Award for the following reasons:

Please state reason why your nominee should receive an award, (i.e., examples of service beyond requirements of position, exemplary service to the public, outstanding job performance, etc). Do not to exceed 150 total words. Please be as specific as possible when giving your examples.

Tirza was hired on as the Executive Secretary for the Engineering and Public Works Department in July 2014. Since that time Tirza has proven to be an exceptional employee, specifically, 1) her professionalism when working with the public and other departments, 2) organizational skills and ability to multi-task, and 3) willingness to assist with special projects and requests such as, organizing ribbon cutting events, preparation of the City's El Niño webpage, organizing employee fitness competitions through the Wellness Committee, oversight for CalRecycle grant programs including design of custom recycle bags for residents, and most notably management of the City's Storm Water Calendar Program, which Tirza expanded to include showcasing the students' artwork in City Hall. We are very grateful to have Tirza as a member of our team. She truly sets a positive example for all of us to follow.

FORWARD COMPLETED NOMINATION TO:

National City Performance Recognition Program
Human Resources Department

Nominated by: Stephen Manganiello, Director of Public Works / City Engineer

Signature: _____ Date: 2/23/2016

The following page(s) contain the backup material for Agenda Item: Interviews and Appointments: Various Boards & Commissions. (City Clerk)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.** ____

ITEM TITLE:

Interviews and Appointments: Various Boards & Commissions. (City Clerk)

PREPARED BY: Michael R. Dalla **DEPARTMENT:** City Clerk

PHONE: 619-336-4226 **APPROVED BY:** ____

EXPLANATION:

The people listed below need to be interviewed prior to being considered for appointment. Appointment to unfilled positions will be on the April 5th Agenda.

Name	Applied for
Memo Cavada (incumbent)	Art Committee
Anthony LoBue	Art Committee
Charles Reilly	Port Public Art Committee
Jose Rodriguez Perez	Planning Commission Parks, Recreation & Seniors Advisory CPRC

FINANCIAL STATEMENT: **APPROVED:** ____ **Finance**

ACCOUNT NO. **APPROVED:** ____

ENVIRONMENTAL REVIEW:

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

STAFF RECOMMENDATION:

Conduct interviews

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Applications

CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

___ Civil Service Commission
___ Community & Police Relations Commission* (CPRC)
___ Library Board of Trustees
___ Parks, Recreation & Senior Citizens Advisory Board
___ Planning Commission
X Public Art Committee*
___ Traffic Safety Committee

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Anthony A. LoBue

Home Address: 727 E. San Ysidro Blvd #5413 San Ysidro ~~Blvd~~ CA 92173 Tel. No.: 619-806-2075

Business Affiliation: Support our Veterans Assn Arts for Veterans Project / Arts for All Project Title: Founder / Facilitator

*Business Address: 2304 30th St #3 San Diego, CA 92104 Tel. No.: 619-806-2075

Length of Residence in National City: N/A San Diego County: 15 yrs California: +15 yrs

Educational Background: BA: English Lit/Creative Writing, M.Ed. Art, M.Ed Theatre, Ph.D Studies: Interdisciplinary Arts

Occupational Experience: Artist/Art Consultant/Gallery Owner/Educator and US Army Officer

Professional or Technical Organization Memberships: SDVC, SDVEC, VETFAM Vietnam Veterans of America, American Legion, Veterans Museum at Balboa Pk (VMB

Civic or Community Experience, Membership, or Previous Public Service Appointments: Chair, Arts Committee VMBP, Chair, Membership: San Diego Veterans Employm Committee (SDVEC)

Experience or Special Knowledge Pertaining to Area of Interest: Advocate, Artist, Educator

Have you ever been convicted of a felony crime? No: X Yes: __ misdemeanor crime? No: X Yes: __
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.
Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 1-26-2016 Signature: [signature]

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:
Office of the City Clerk
1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City.

* Residency requirements may not apply
This documents is filed as a public document

Revised: March 2012

CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

___ Civil Service Commission
___ Community & Police Relations Commission* (CPRC)
___ Library Board of Trustees
___ Parks, Recreation & Senior Citizens Advisory Board
___ Planning Commission
_X_ Public Art Committee*
___ Traffic Safety Committee
___ Port Commission

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: **Charles J. Reilly**

Home Address: **3421 Stetson Ave., San Diego, CA** Tel. No.: **858-452-6607 (cell) 858-453-6305 (home)**

Business Affiliation: **Charles Reilly Company** Title: **Owner**

Business Address: **same as home address** Tel. No.: **858-452-6607**

Length of Residence in National City: **0** San Diego County: **29 1/2 yrs.** California: **50 yrs.**

Educational Background: **B.A., 1967, Brown University, Providence, R.I.**
M.B.A., 1995, San Diego State University

Occupational Experience: **mosty as owner of small adv./PR firm in both LA area and San Diego; also as daily newspaper reporter in LA area (3 yrs); Communications Director at U. of San Diego (4 yrs); and Marketing Director of a major San Diego law firm (Luce, Forward, Hamilton & Scripps) (3 yrs.).**

Professional or Technical Organization Memberships:
Past member S.D. Press Club; American Marketing Assn., Public Relations Society of America

Civic or Community Experience, Membership, or Previous Public Service Appointments:
Member, Long Range City Strategic Planning Project, City of Pasadena (1984-86) – a Mayoral appt. during Pasadena's 100th year to focus on priorities for next 10-20 years.

Experience or Special Knowledge Pertaining to Area of Interest:
Board member of both Save Our Heritage Organisation (S.D.) and Pasadens Heritage -- both historic preservation organizations; lifelong interest in the arts; married to arts curator.

Have you ever been convicted of a felony crime? No: X Yes: __ misdemeanor crime? No: X Yes: __
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.
Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: **March 7, 2016** Signature: _____

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:
Office of the City Clerk
1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City.

* Residency requirements may not apply
This documents is filed as a public document

Revised: March 2012

CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

___ Civil Service Commission
X Community & Police Relations Commission* (CPRC)
___ Library Board of Trustees
X Parks, Recreation & Senior Citizens Advisory Board
X Planning Commission
___ Public Art Committee*
___ Traffic Safety Committee

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Jose A. Rodriguez Perez

Home Address: 834 Olive St. National City Tel. No.: 760-880-1620

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 2½ yrs. San Diego County: 13 yrs California: 27 yrs

Educational Background: B.A. History from SDSU 2014
AA. History from SD City College 2011

Occupational Experience: Organizer at San Diego-Imperial Counties Labor Council

Professional or Technical Organization Memberships:
OPEIU Member (Office & Professional Employees Union)

Civic or Community Experience, Membership, or Previous Public Service Appointments:
Organized community members to vote, volunteer & participate in electoral process for 4 yrs.

Experience or Special Knowledge Pertaining to Area of Interest:
Specialized in engaging more community members in process regarding those issues

Have you ever been convicted of a felony crime? No: X Yes: __ misdemeanor crime? No: __ Yes: __
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.
Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 2/13/16 Signature: _____

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:
Office of the City Clerk
1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City

RECEIVED
CITY CLERK
2016 FEB 18 AM 9 21
CITY OF NATIONAL CITY

* Residency requirements may not apply
This documents is filed as a public document

Revised: December 2015

Supplemental Application:
National City Community and Police Relations Commission

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. Upon conditional appointment the Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Have you ever been convicted of a felony crime: No: X Yes: ___
Have you been convicted of a misdemeanor: No: X Yes: ___
If any convictions were expunged disclosure is not required.
Please feel free to provide an explanation or information regarding yes answers to the above two questions.

_____

_____

_____

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

** See attached table

Jose Rodriguez 2/18/10

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 considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

ITEM # 2

3-15-16

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

(CITY CLERK)

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Adjourned Regular Meetings of the City Council of the City of National City of January 20, 2016 and January 28, 2016 and the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the

Item # _____
03/15/16

APPROVAL OF THE MINUTES OF THE ADJOURNED REGULAR MEETINGS OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY OF JANUARY 20, 2016 AND JANUARY 28, 2016 AND REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF MARCH 1, 2016

(City Clerk)

DRAFT DRAFT DRAFT

MINUTES OF THE ADJOURNED REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY

WORKSHOP
PORT DESIGN CHARRETTES ON NATIONAL CITY MARINA DISTRICT BALANCED LAND USE STUDY

January 20, 2016

The Adjourned Regular Meeting of the City Council of the City of National City – Workshop on Port Design Charrettes on National City Marina District Balanced Land Use Study was called to order at 5:40 p.m. by Mayor Ron Morrison.

ROLL CALL
Council members present: Mendivil, Morrison, Rios, Sotelo-Solis (5:50 pm).
Council members absent: Cano
Administrative Officials present: Dalla, Deese, Raulston, Silva, Stevenson, Williams, Ybarra.

WORKSHOP

1. Port of San Diego Design Charrettes Led By Port Staff and Consultants to Obtain Public Input on National City Marina District Balanced Land Use Study. (The Port of San Diego).

   Below is the proposed agenda for the design charrette, and the estimated times for these activities.

   - 5:30 pm - 5:45 pm - Welcoming remarks and National City Marina District Project Briefing
   - 5:45 pm - 6:00 pm - Presentation of Land Use Alternatives
   - 6:00 pm - 7:30 pm - Breakout Sessions on Four Alternatives
   - 7:30 pm - 7:50 pm - Group Report Out on Discussions from Each Table and Other public comment on National City Marina District Balanced Land Use Study.
   - 7:50 pm - 8:00pm - Next Steps

NOTE: Maps and discussion materials are on file in the Office of the City Clerk

MAYOR AND CITY COUNCIL
There was no discussion or comments.

ADJOURNMENT

The meeting was adjourned to the next Adjourned Regular Meeting of the City Council of the City of National City – Workshop – Port Design Charrettes to be held on Thursday, January 28, 2016 at 5:30 p.m. at the Martin Luther King, Jr. Community Center, 140 E. 12th Street, National City, California.

Next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held on Tuesday, February 2, 2016 at 6:00 p.m. at the Council Chambers, National City, California.

_____
City Clerk

The foregoing minutes were approved at the Regular Meeting of March 15, 2016.

_____
Mayor

DRAFT

DRAFT DRAFT DRAFT

MINUTES OF THE ADJOURNED REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY

WORKSHOP
PORT OF SAN DIEGO PRESENTATION OF PREFERRED LAND USE ALTERNATIVE FOR MARINA DISTRICT BALANCED LAND USE STUDY AREA

January 28, 2016

The Adjourned Regular Meeting of the City Council of the City of National City – Workshop on Port Design Charrettes on National City Marina District Balanced Land Use Study Area was called to order at 5:38 p.m. by Mayor Ron Morrison.

ROLL CALL
Council members present: Mendivil, Morrison, Rios.
Council members absent: Cano, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Raulston, Silva, Stevenson, Williams, Ybarra.

WORKSHOP

1. Port of San Diego Presentation of Preferred Land Use Alternative for Marina District Balanced Land Use Study Area based on January 20th Design Charrettes. Seeking public input on preferred alternative and ideas for park/public space. (The Port of San Diego)

   Below is the proposed agenda for the design charrette, and the estimated times for these activities.

   - 5:30 pm - 6:00 pm - Welcoming Remarks - Recap of 1/20/16 Design Charrette
   - 6:00 pm - 6:15 pm - Presentation of Preferred Land Use Alternative and Ideas for Park/Public Space
   - 6:15 pm - 7:30 pm - Break Out Session
   - 7:30 pm - 7:50 pm - Group Report Out and Other Public Comment
   - 7:50 pm - 8:00 pm - Next Steps

NOTE: Maps and discussion materials are on file in the Office of the City Clerk

MAYOR AND CITY COUNCIL
There was no discussion or comments.

ADJOURNMENT

The meeting was adjourned at 7:56 p.m. due to the lack of a quorum.

Next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held on Tuesday, February 2, 2016 at 6:00 p.m. at the Council Chambers, National City, California.

_____
City Clerk

The foregoing minutes were approved at the Regular Meeting of March 15, 2016.

_____
Mayor

DRAFT

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

March 1, 2016

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:08 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Denham, Muthusamy, Parra, Raulston, Roberts, Rodriguez, Silva, Stevenson, Vergara, Williams, Ybarra.
Others present: Student Representative Reah Sahagun.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Sunshine Horton, El Cajon, shared inspirational thoughts and words.

Armando Telles, San Diego, spoke about the County wide Second Chance Father 2Child Mentoring Program to help incarcerated fathers assimilate back into the community.

AWARDS AND RECOGNITIONS

PERSONNEL RECOGNITION / APPRECIATION ADMIN (604-2-1)

1. Recognizing Custodian Michael Banjoman for his 20 years of service with the City of National City.

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

2. Interviews and Appointments: Various Boards & Commissions. (City Clerk)

   Margaret Godshalk, Raymond Juarez, Luz Molina-Lopez, Al Alvarado, George Baca, Gonzalo Quintero and William Sendt appeared for interview.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 3 (NCMC), Item No. 4 (Minutes), Item Nos. 5 through 11 (Resolution No. 2016-20 through 2016-26), Item Nos. 12 through 14 (Warrant Registers). Motion by Mendivil, seconded by Cano, to pull Item No. 7, and to approve the remainder of the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2016 (506-2-31)

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

APPROVAL OF MINUTES

4. APPROVAL OF THE MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF DECEMBER 15, 2015 AND FEBRUARY 2, 2016. (City Clerk)
   ACTION: Approved. See above.

CONTRACT (C2016-6)

5. Resolution No. 2016-20. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CSAC EXCESS INSURANCE AUTHORITY FOR EXCESS LIABILITY COVERAGE. (Human Resources)
   ACTION: Adopted. See above.

LABOR RELATIONS POA MOU 2016-2019 (605-3-12)

6. Resolution No. 2016-21. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE NATIONAL CITY POLICE OFFICERS ASSOCIATION. (Human Resources)
   ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2004-42)

7. Resolution No. 2016-22. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE NATIONAL SCHOOL DISTRICT FOR PARTIAL FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM. THE CITY OF NATIONAL CITY WILL BE REIMBURSED $68,624.49 FOR FY2016 AND $68,624.49 FOR FY2017 BY THE NATIONAL SCHOOL DISTRICT, FOR A TWO-YEAR TOTAL OF $137,248.98 FOR POLICE SCHOOL RESOURCE OFFICER SERVICES. (Police)

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

GRANT / PUBLIC SAFETY (206-4-27)

8. Resolution No. 2016-23. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING AND AUTHORIZING THE ACCEPTANCE OF A $14,618.25 FY 2015 CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) PROGRAM GRANT AND $100,000.00 FY 2016 CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) PROGRAM GRANT TO PURCHASE POLICE RADIOS, PANASONIC TOUGHBOOK COMPUTERS, ACTIVE SHOOTER PLATES AND PLATE CARRIERS, TASERS, AND OTHER ESSENTIAL POLICE EQUIPMENT AS NEEDED AND TO RATIFY 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). (Police)

   ACTION: Adopted. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

9. Resolution No. 2016-24. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, WAIVING THE FORMAL BID PROCESS CONSISTENT WITH NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY (BUYER) TO PIGGYBACK 1) THE STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES CONTRACT #1-15-23-14B TO AWARD THE PURCHASE AND BUILD-OUT OF EIGHT FULLY EQUIPPED POLICE VEHICLES TO FOLSOM LAKE FORD IN AN AMOUNT NOT TO EXCEED $443,468.00; AND 2) THE COUNTY OF SAN DIEGO DEPARTMENT OF PURCHASING AND CONTRACTING CONTRACT #550743 TO AWARD THE PURCHASE OF POLICE RADIOS FOR THE NEW PATROL VEHICLES TO THE REGIONAL COMMUNICATIONS SYSTEM (RCS) VENDOR, MOTOROLA SOLUTIONS, INC., IN AN AMOUNT NOT TO EXCEED $37,092.00. (Engineering/Public Works)

   ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

DEED (D2016-1)

10. Resolution No. 2016-25. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING A UTILITY EASEMENT FROM SEVEN TWENTY SIX M S L C FOR THE INSTALLATION AND MAINTENANCE OF TWO WATER PIPELINES TO PROVIDE POTABLE WATER AND FIRE SPRINKLER SERVICE TO 726 W. 19TH STREET, NATIONAL CITY, CA 91950. (Engineering/Public Works)
    ACTION: Adopted. See above.

CONTRACT (C2016-7)

11. Resolution No. 2016-26. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SUBORDINATION AGREEMENT ALLOWING A NEW MORTGAGE THAT IS NOT-TO-EXCEED $192,000 TO BE AND REMAIN A LIEN PRIOR AND SUPERIOR TO A HOME PURCHASE ASSISTANCE LOAN ON A SINGLE-UNIT PROPERTY LOCATED AT 2918 E. DIVISION STREET IN NATIONAL CITY. (Housing, Grants, and Asset Management)
    ACTION: Adopted. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

12. Warrant Register #29 for the period of 01/13/16 through 01/19/16 in the amount of $2,107,138.58. (Finance)
    ACTION: Ratified. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

13. Warrant Register #30 for the period of 01/20/16 through 01/26/16 in the amount of $521,082.18. (Finance)
    ACTION: Ratified. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

14. Warrant Register #31 for the period of 01/27/16 through 02/02/16 in the amount of $2,774,892.16. (Finance)
    ACTION: Ratified. See above.

PUBLIC HEARINGS

CONDITIONAL USE PERMITS 2016 (403-31-1)

15. Continued Public Hearing – Conditional Use Permit for a Wireless Communications Facility to be located at 116 National City Blvd. (Applicant: Verizon Wireless) (Case File 2015-15 CUP) (Planning)
    RECOMMENDATION: Staff recommends approval of the Conditional Use Permit.
    TESTIMONY: None.

PUBLIC HEARINGS (cont.)

CONDITIONAL USE PERMITS 2016 (403-31-1)

15. Continued Public Hearing – Conditional Use Permit for a Wireless Communications Facility to be located at 116 National City Blvd. (continued).

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

    Motion by Sotelo-Solis, seconded by Rios, to approve the Conditional Use Permit with two additional conditions for landscaping maintenance and permit compliance added to the recommended conditions and findings to be specified in the Resolution. Carried by unanimous vote.

ORDINANCES FOR INTRODUCTION

MUNICIPAL CODE 2016 (506-2-31)

16. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLE 18 (ZONING) CHAPTER 18.47 OF THE NATIONAL CITY MUNICIPAL CODE PERTAINING TO SIGNS AND OUTDOOR ADVERTISING DISPLAYS. (Applicant City-Initiated) (Case File 2015-07 A) (Planning/City Attorney)

    ACTION: Motion by Sotelo-Solis, seconded by Rios, to have maximum sign size of 6 square feet with no limit on the number of signs during election period. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Rios, Sotelo-Solis. Nays: Morrison. Abstain: None. Absent: None.

    Motion by Morrison, seconded by Cano, to remove flag pole height limitation from the Ordinance in all non-residential zones and have it subject to the underlying zoning. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

CONTRACT (C2016-8)

17. Resolution No. 2016-27. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDING A CONTRACT TO DICK MILLER, INC. IN THE NOT-TO-EXCEED AMOUNT OF $1,276,903.10 FOR THE PLAZA BOULEVARD & 14TH STREET IMPROVEMENTS PROJECT, CIP NO. 15-10; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $191,535.47 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

    RECOMMENDATION: Adopt the Resolution.

    TESTIMONY: None.

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

NON CONSENT RESOLUTIONS (cont.)

CONDITIONAL USE PERMITS 2016 (403-31-1)

18. Resolution No. 2016-28. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A CONDITIONAL USE PERMIT FOR A WIRELESS COMMUNICATIONS FACILITY AT 1320 HIGHLAND AVENUE. (Applicant: Verizon Wireless) (Case File 2015-24 CUP) (Planning)
RECOMMENDATION: Adopt the Resolution.
TESTIMONY: None.
ACTION: Motion by Sotelo-Solis, seconded by Mendivil, to adopt the Resolution. Carried by unanimous vote.

BUDGET FY 2015-2016 (206-1-31)

19. Resolution No. 2016-29. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO APPROVE FISCAL YEAR 2016 APPROPRIATION ADJUSTMENTS RECOMMENDED BY STAFF FOLLOWING A PRESENTATION REVIEWING THE CITY'S MID-YEAR BUDGET STATUS. (Finance)
RECOMMENDATION: Accept the staff report as presented. Adopt the Resolution.
TESTIMONY: None.
ACTION: Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

TEMPORARY USE PERMITS 2016 (203-1-32)

20. Temporary Use Permit – Circus Vargas sponsored by Tabares Entertainment, Inc. from March 10, 2016 to March 27, 2016 at the Westfield Plaza Bonita Mall with no waiver of fees. (Neighborhood Services)
RECOMMENDATION: Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.
TESTIMONY: None.
ACTION: Motion by Mendivil, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

NEW BUSINESS (cont.)

TEMPORARY USE PERMITS 2016 (203-1-32)

21. Temporary Use Permit – St. Anthony of Padua Church presentation of the Live Stations of the Cross starting at 410 W. 18th Street on March 25, 2016 from 3 p.m. to 4 p.m. with no waiver of fees. (Neighborhood Services)

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

    TESTIMONY: None.

    ACTION: Motion by Sotelo-Solis, seconded by Mendivil, to approve staff recommendation. Carried by unanimous vote.

TEMPORARY USE PERMITS 2016 (203-1-32)

22. Temporary Use Permit – Community Service Day sponsored by the City of National City Community Services Division on Saturday, April 30, 2016 from 8 a.m. to 4 p.m. (Neighborhood Services)

    RECOMMENDATION: Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval.

    TESTIMONY: None.

    ACTION: Motion by Sotelo-Solis, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

MARTIN LUTHER KING JR. COMMUNITY CENTER (1101-5-1)

23. Request to use Martin Luther King Jr. Community Center (North and South Rooms) by National City Chamber of Commerce for a Job Fair on Wednesday, April 13, 2016. Applicant anticipates approximately 1,000 attendees. Applicant is requesting a waiver of fees. (Engineering/Public Works)

    RECOMMENDATION: Staff recommends approving the Facility Use Application with no waiver of fees.

    TESTIMONY: Jacqueline Reynoso, Chamber of Commerce CEO, spoke in support and responded to questions.

    ACTION: Motion by Mendivil, seconded by Cano, to approve with staff recommendation. If Policy 800 is approved and event is listed as co-sponsored, then fees will be waived up to the allowable amount. Carried by unanimous vote.

COMMUNITY SERVICES DEPT ADMIN (1104-1-7)

24. Proposal from the Miss National City Alumni to produce and manage Miss National City Pageant. (Community Services) ** This item was held over from the meeting of February 16, 2016**

    ACTION: The item was pulled at the request of the applicant.

NEW BUSINESS (cont.)

BOARDS & COMMISSIONS ADMIN (101-1-1)

25. Discussion on the formation of a Military Advisory Committee. (City Manager)
RECOMMENDATION: Council direction requested.
TESTIMONY: None.
ACTION: Motion by Sotelo-Solis, seconded by Mendivil, to approve staff recommendation for working group. Carried by unanimous vote.

BUDGET FY 2016-2017 (206-1-32)

26. Request for direction regarding City Council priorities for the City of National City's Fiscal Year 2017 budget. (Finance)
RECOMMENDATION: None.
TESTIMONY: None.
ACTION: Member Mendivil said he fully supports quality of life efforts especially those that encourage clean-up of the city by community groups and organizations and promote pride in the City.
Member Rios said she would like to move forward with volunteer appreciation and training opportunities for Boards & Commissions.
Member Sotelo-Solis wants some cost benefit info on in-house economic development, to add funding to amortization, do in-house assessments of Boards & Commissions as well as senior needs assessments.
Mayor Morrison is interested in doing an assessment of all city facilities to determine deferred maintenance needs and the useful life of facilities, addressing parking management issues, in-house economic development efforts, pension funding and updating fees.

COUNCIL POLICY MANUAL (102-13-1)

27. City Council review and discussion of proposed Policy update to the City Council Policy Manual (Chapter 800). (Community Services)
RECOMMENDATION: Review proposed policy revisions for Chapter 800. Supporting Resolutions will be brought forward to Council at a subsequent Council meeting for adoption of said chapter with final revisions.
TESTIMONY: None.
ACTION: Motion by Sotelo-Solis, seconded by Rios, to keep the residency requirement in Policy #801 at 70%. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison.

NEW BUSINESS (cont.)

COUNCIL POLICY MANUAL (102-13-1)

27. City Council review and discussion of proposed Policy update to the City Council Policy Manual (Chapter 800) (continued).

ACTION: Motion by Cano, seconded by Mendivil, to keep the residency requirement in Policy #801 at 70% for all leagues except semi-pro teams who will have a residency requirement of 60% provided that they have an office in the City and a National City identity. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Abstain: None. Absent: None.

Motion by Sotelo-Solis, seconded by Rios, to approve Policy #801 as recommended by staff. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Mendivil, to approval Policy #802 as recommended by the committee (co-sponsored $1,200 and non-co-sponsored $1,000.)

Amended Motion by Rios, seconded by Sotelo-Solis, to approve up to $1,500 for co-sponsored and up to $1,000 for all others. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Cano, Mendivil, Morrison. Abstain: None. Absent: None.

Amended Motion by Cano to approve $1,000 for co-sponsored events and $700 for all others. Motion died for lack of a second.

The Original Motion by Sotelo-Solis, seconded by Mendivil, to approval Policy #802 as recommended by the committee (co-sponsored $1,200 and non-co-sponsored up to $1,000) was voted on. Motion carried by the following vote, to-wit: Ayes: Mendivil, Rios, Sotelo-Solis. Nays: Cano, Morrison. Abstain: None. Absent: None.

Motion by Sotelo-Solis, seconded by Rios, to approve Policy #803 as recommended by the committee. Motion carried by unanimous vote.

COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

NEW BUSINESS – HOUSING AUTHORITY

HOUSING AUTHORITY 2016 (404-1-5)

28. Staff presentation on the preservation of affordability and current capital improvement needs at Morgan and Kimball Senior Towers followed by discussion and direction by the Board of Commissioners of the Community Development Commission-Housing Authority on the issuance of a Request for Qualifications for the selection of a development team to enter into an Exclusive Negotiating Agreement for the rehabilitation and recapitalization of the Senior Towers. (Housing, Grants, & Asset Management)

NEW BUSINESS – HOUSING AUTHORITY (cont.)

HOUSING AUTHORITY 2016 (404-1-5)

28. Staff presentation on the preservation of affordability and current capital improvement needs at Morgan and Kimball Senior Towers (continued).
RECOMMENDATION: Direction from the Board of Commissioners on the issuance of a Request for Qualifications for the selection of a development team to enter into an Exclusive Negotiating Agreement for the rehabilitation and recapitalization of Morgan and Kimball Senior Towers.
TESTIMONY: None.
ACTION: Motion by Sotelo-Solis, seconded by Mendivil, to authorize going out with a Request for Qualifications. Carried by unanimous vote.

STAFF REPORTS

Executive Director Brad Raulston reported that the Aquatic Center is completed and will be used for a private reception and backstage support during the Mariachi event on March 13th. On March 12th, there will be a tour of the building by the architect.

MAYOR AND CITY COUNCIL

Member Rios said Jr. Achievement extended an invitation for volunteers on March 18th at Las Palmas School.
Member Cano announced that Big Ben Market will have a Grand Opening on March 7th and Little League opening at Las Palmas will also be on March 7th at 10:00 a.m.

CLOSED SESSION REPORT

City Attorney Claudia Silva stated there was nothing to report from the Closed Session. (See attached Exhibit 'L')

ADJOURNMENT

Motion by Mendivil, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, March 15, 2016 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 11:54 p.m.

_____
City Clerk

The foregoing minutes were approved at the Regular Meeting of March 15, 2016.

_____
Mayor

Budget Schedule – Fiscal Year 2017

- Budget Workshop – April 26, 2016 - 6:00 pm
- Budget Hearing – June 7, 2016 - 6:00 pm

2016 City Council Summer Legislative Recess

- July 5 – City Council Meeting – Suspended
- July 19 – City Council Meeting – Suspended

DRAFT

EXHIBIT 'L'

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room
Civic Center
1243 National City Boulevard
National City, California

Special Meeting – Tuesday, March 1, 2016 – 5:00 p.m.

ROLL CALL

CLOSED SESSION

CITY COUNCIL

1. Conference with Legal Counsel – Existing Litigation
   Government Code Section 54956.9(a) and 54956.9(d)(1)
   Alicia Valencia v. City of National City, et al.
   Superior Court Case No. 37-2015-00006726-CU-PO-CTL

2. Conference with Legal Counsel – Existing Litigation
   Government Code Section 54956.9(a) and 54956.9(d)(1)
   Jose Munoz v. City of National City, et al.
   Superior Court Case No. 37-2015-00022166-CU-EI-CTL

ADJOURNMENT

Next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City will be held Tuesday, March 1, 2016, 6:00 p.m., Council Chambers, Civic Center

DRAFT

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 for the distribution of $12,107 from the FY15 Urban Area Secu

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

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 for the distribution of $12,107 from the FY15 Urban Area Security Initiative (UASI) Grant Funds for the reimbursable grant for planning and training for police and fire personnel. (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 Urban Area Security Initiative (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 planning and training for police and fire personnel, and then apply for reimbursement. This Agreement requires subrecipient indemnification and as such needs Council approval.

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. Training - $10,107, Planning - $2,000
001-11000-3469 PD OT Reimbursement 001-411-000-1*
001-12000-3469 FD OT Reimbursement 001-412-125-1*

APPROVED: MIS

No City match required.

ENVIRONMENTAL REVIEW:

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

STAFF RECOMMENDATION:

Staff recommends authorizing the Mayor to execute the Agreement between the City of San Diego Office of Homeland Security and the City of National City for the distribution of FY15 UASI grant funds.

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 FY15 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 2015 UASI GRANT FUNDS

THIS AGREEMENT is made this day of March 15, 2016, 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 Executive Director 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#: 0724940730000) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2015-00078, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated September 25, 2015.

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

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," "subgrantee," "successor" or "assign" herein refers only to a subcontractor, subgrantee, 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 **NOVEMBER 1, 2015** and shall end at 11:59 p.m. San Diego time on **JANUARY 31, 2018**.

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 Executive Director 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 Executive Director, 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.

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

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SUBRECIPIENT shall require all subgrantees, contractors and other entities receiving Grant Funds through or from SUBRECIPIENT to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SUBRECIPIENT shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or 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 geospacial 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) 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 $250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.8 **Subgrantee and Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or 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 subgrantee, 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 grantees and subgrantees, including 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 subgrantee, contractor or other entity receiving Grant Funds through or from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

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

3.9 **Monitoring Grant Performance.**

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

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

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any subgrantee, 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 January 13, 2017. Extension requests may be granted based on extenuating circumstances beyond the control of the subrecipient and must be made via the Performance Period Extension Request Form (Appendix D). Requests must contain specific and compelling justifications as to why an extension is required and must be submitted 30 days prior to the current deadline.

ARTICLE 4
REPORTING REQUIREMENTS; AUDITS

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

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

4.3 **Books and Records**. SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

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

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

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. SUBRECIPIENT shall provide documentation of its NIMS compliance to the UASI Management Team. 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, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees, subgrantees 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, subgrantees 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 or subgrantees 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; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of 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 subgrantee 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
1010 Second Ave, Suite 1500
San Diego, CA 92101
Attn: Katherine Jackson, Program Manager
Facsimile No.: (619) 533-6786

If to SUBRECIPIENT:

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

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

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

ARTICLE 10
MISCELLANEOUS

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

UASI Management Team of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

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

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

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

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

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

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

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

10.8 **Severability**. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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

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

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

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

1. Subawards greater than $25,000:

   a) Name of entity receiving award;
   b) Amount of award;
   c) Funding agency;
   d) The Catalog of Federal Domestic Assistance program number;
   e) Award title (descriptive of the purpose of the funding action);
   f) Location of the entity and primary location of performance including city, state, and Congressional district;
   g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
   h) Total compensation and names of top five executives (same thresholds as for prime recipients).

2. 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.

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 or subgrantee will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor or subgrantee 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 or any subgrantee of SUBRECIPIENT, applicant for employment with SUBRECIPIENT or subgrantee of 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:

By:

_____

JOHN VALENCIA
EXECUTIVE DIRECTOR
OFFICE OF HOMELAND SECURITY

Approved as to Form:
Jan I. Goldsmith
City Attorney

By: _____
Deputy City Attorney

CITY OF NATIONAL CITY:

By:

_____

RON MORRISON
MAYOR

Federal Tax ID #: 95-6000749

Approved as to Form:

By: _____
Claudia Gacitua Silva
City Attorney

Appendix A — SUBRECIPIENT Award Letter

THE CITY OF SAN DIEGO

December 22, 2015

Ron Morrison
Mayor
National City
1243 National City Blvd
National City, CA 91950

SUBJECT: **NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL**
FY 2015 Homeland Security Grant Program
Grant# 2015-00078 Cal OES ID# 073-66000
Sub-recipient Performance Period: September 1, 2015, to December 31, 2017

Sub-recipient:

The San Diego Office of Homeland Security (SD OHS) approved your FY15 Urban Area Security Initiative (UASI) award.

Activities:	Amount	Completion Date
All Projects	$2,000	December 31, 2016
Project A	$2,000	December 31, 2016
Project B	$	December 31, 2016
Project C	$	December 31, 2016
Project D	$	December 31, 2016
Project E	$	December 31, 2016

Once your completed MOU and Grant Assurances are signed and received in our office, you may request reimbursement of eligible grant expenditures.

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

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, and sole source procurement requests require additional approvals from 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

OFFICE OF HOMELAND SECURITY
1010 SECOND AVENUE, SUITE 1500, SAN DIEGO, CALIFORNIA 92101
PHONE: (619) 533-6760 • FAX: (619) 533-6766

DIVERSITY

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 grant assurances. Your agency must coordinate with SD OHS to prepare and submit quarterly projections 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. You must also submit a copy of the Cal OES performance reports to your UASI Program Representative monthly or as directed. 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 1010 2nd Ave Ste. 1500, San Diego, CA 92101 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OHS UASI Program Representative at (619) 533-6760.

Sincerely,

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

1-21-16

THE CITY OF SAN DIEGO

February 26, 2016

Ron Morrison
Mayor
National City
1243 National City Blvd
National City, CA 91950

SUBJECT: **NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL - TRAINING**
FY 2015 Homeland Security Grant Program
Grant# 2015-00078 Cal OES ID# 073-66000
Sub-recipient Performance Period: September 1, 2015, to December 31, 2017

Sub-recipient:

The San Diego Office of Homeland Security (SD OHS) approved your FY15 Urban Area Security Initiative (UASI) training attendance and participation award. This award is solely for overtime and backfill costs associated with the attendance of San Diego UASI sponsored training events as well as travel and tuition costs for UASI approved conferences.

Activities:	Amount	Completion Date
Project E	$10,107	December 31, 2016

Once your completed MOU and Grant Assurances are signed and received in our office, you may request reimbursement of eligible grant expenditures.

During the application process, the Regional Technology Partnership (RTP) vetted and the Urban Area Working Group (UAWG) approved your project (s). Training participation costs will only be reimbursed up to the allocated amount. All reimbursement requests should be submitted no later than ninety (90) days after course, training or event completion. All activities funded with this award must be completed within the sub-recipient performance period.

Following acceptance of this award, you must sign and return the SD OHS Memorandum of Understanding (MOU) as well as the Cal OES grant assurances. Your agency must coordinate with SD OHS to prepare and submit quarterly projections via email for the duration of the grant period or until you complete all activities and the grant is formally closed. Any training participation funds not expended as reported in the quarterly progress reports will be reallocated. 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.

Office of Homeland Security
1010 Second Avenue, Suite 1500 • San Diego, California 92101
Tel (619) 533-6760 Fax (619) 533-6786

Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 1010 2nd Ave Ste. 1500, San Diego, CA 92101 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OHS UASI Program Representative at (619) 533-6760.

Sincerely,

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

Ron Morrison
Mayor, National City

2-29-2016
Date

Appendix B-- Grant Assurances

Name of Jurisdiction: City of National City

Name of Authorized Agent: Walter Amedee Address: 343 E. 16th Street

City: National City State: California Zip Code: 91950

Telephone Number: (619) 336-4556

Fax Number: (619) 336-4328 E-Mail Address: wamedee@nationalcityca.gov

As the duly authorized representative of APPLICANT, I hereby certify that 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 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) California Supplement to the NOFO; and
(d) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on http://www.whitehouse.gov/omb/.

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

1. **Proof of Authority**
   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 APPLICANT and the city council, governing board or authorized body agree:

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

Initials: _____

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

2. **Period of Performance**

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 U.S. 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, 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.

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, 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 (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, APPLICANT will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. APPLICANT certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal

initials: _____

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 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**

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, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

(c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

(d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);

(e) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

(f) Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;

(g) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(h) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

(j) EO 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,

Initials: _____

color, religion, sex, or national origin;

(k) EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;

(l) California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), APPLICANT will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2) 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.), APPLICANT certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

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) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);

(e) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;

(f) Protection of wetlands pursuant to EO 11990;

(g) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(h) 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.);

Initials: _____

(i) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
(j) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
(k) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
(l) 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.

Finally, 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) finally 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, 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 CFR §200.336, 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. APPLICANT will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

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

APPLICANT will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

APPLICANT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), 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 on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial

Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

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 and 31 U.S.C.§6101 et seq.

13. Human Trafficking

APPLICANT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of 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.

14. Labor Standards

APPLICANT will comply with the following federal labor standards:

(a) Comply with the provisions of 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.

(b) Comply with 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.

15. Worker's Compensation

APPLICANT must comply with provisions which require every employer to be insured against liability for Worker's Compensation before commencing performance of the work of this Agreement, as per California Labor Code §3700.

16. Property-Related

If applicable to the type of project funded by this Federal award, 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) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the

Initials: _____

Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

(d) 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.

17. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, 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.

(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.

18. Freedom of Information Act

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 which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. APPLICANT should also consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

19. California Public Records Act

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 may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

20. Personally Identifiable Information

Subrecipients collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Initials: _____

21. Disposition of Equipment

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, subrecipients must request instructions from Cal OES on proper disposition of equipment.

22. Reporting Accusations and Findings of Discrimination

If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

If any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Component and/or awarding office.

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

23. Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags

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

All subrecipients must obtain DHS's approval prior to using DHS seal(s), Logos, crests or reproductions 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.

24. Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

25. Energy Policy and Conservation Act

All subrecipients 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 issues in compliance with this Act.

26. Hotel and Motel Fire Safety Act of 1990

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire

prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

27. Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. 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. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

28. USA Patriot Act of 2001

All subrecipients must comply with the 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.

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. APPLICANT recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on 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 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, including contracts under grants and cooperative agreements and subcontracts.

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

Signature of Authorized Agent:_____

Printed Name of Authorized Agent: Ron Morrison

Title: Mayor Date: March 15, 2016

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Governor's Office of Homeland Security
FY15 Urban Area Security Grant

Grant: FY15 UASI Grant #2015-00078
FIPS #073-66000 CFDA #97 067

Supporting Information for Cash Request

Cash Request #___ Requesting reimbursement in the amount of $_____ 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 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 tl 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 awa 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 penal for fraud, false statements, false claims or otherwise.
- No Event of Default has occurred and is continuing.
- The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.
- This claim is for costs incurred within the grant performance period

Printed Name: _____ Phone Number: _____

Title: _____ Email Address: _____

Mailing Address: _____ Fax Number: _____

Remittance Address (Address check will be mailed to) 343 E. 16th Street
National City, CA 91950

Signature _____ Date: _____

Mail Reimbursement Requests to:

City of San Diego Office of Homeland Security
Grants Management Section
1010 Second Ave, Ste 1500
San Diego, CA 92101

REIMBURSEMENT REQUEST

Cover Sheet
Office of Homeland Security
FY 15 Urban Area Security Initiative Grant Program
Award # 2015-00078
CalEMA ID #073-66000 CFDA #97.067

Reimbursement Request # _____

Mail Reimbursement Request to:

City of San Diego
Office of Homeland Security
ATTN: Grants Management Section
1010 Second Ave, Ste 1500
San Diego, CA 92101

DATE: _____

AGENCY: _____

DUNS Number: _____

Expenditure Period: _____

Maximum Amount of Funds Specified in Subrecipent Award Letter: _____

Type of Expenditure	Reimbursements Requested this Request	Total Reimbursements Requested to Date (incl. this request)
Equipment		
Training		
Planning		
Organization		
Exercise		
Total	$ -	$ -

For questions regarding this reimbusement request contact

_____
Name

_____
Phone

_____
Email

343 E. 16th Street, National City, CA 91950
Remittance Address (Address check will be mailed to)

REIMBURSEMENT REQUEST

City of San Diego
Reimbursement Processing Checklist
Equipment Reimbursements

FY _____ Grant _____

Jurisdiction _____ Reimbursement Amount _____

- ☐ Reimbursement Request Form signed by Authorized Agent or Other Designated Authorized Signer
- ☐ Workbook
  - ☐ Verified that items are in approved workbook (if it is not listed in the workbook it is not reimbursable)
  - ☐ Entered invoice information on appropriate line(s) and highlighted
- ☐ Required Pre-Approvals Attached (EHP, Aviation, Sole Source, etc.)
- ☐ Procurement Documentation
  - ☐ Agency procurement policy (Federal v. local requirements, the most stringent applies)
  - ☐ Quotes
    - ☐ Number of quotes received _____
  - ☐ RFP
    - ☐ Advertisement, Medium Used
    - ☐ RFP Cover Page
    - ☐ Cover Sheets showing the submitting bidders in response to RFP
    - ☐ Award Letter
  - ☐ Sole Source (Copy of Agency Approval ____ and CalEMA Approval _____
  - ☐ 1122 Program
    - ☐ Copy of signed order form submitted to 1122 program
  - ☐ Performance Bond if equipment is a vehicle, aircraft or watercraft or any equipment $250,000 or more
- ☐ Invoices
  - ☐ Invoices certified as originals
  - ☐ Vendor Debarment List Checked/Print out
- ☐ Proof of Payment
- ☐ DUNS Number _____
- ☐ Confirm each page within reimbursement request has grant identification stamp

REIMBURSEMENT REQUEST

City of San Diego
Reimbursement Processing Checklist
Equipment Reimbursements

FY _____ **Grant** _____

Jurisdiction _____ **Reimbursement Amount** _____

- ☐ **Reimbursement Request Form signed by Authorized Agent or Other Designated Authorized Signer**
- ☐ **Workbook**
  - ☐ Verified that items are in approved workbook (if it is not listed in the workbook it is not reimbursable)
  - ☐ Entered invoice information on appropriate line(s) and highlighted
- ☐ **Required Pre-Approvals Attached (EHP, Aviation, Sole Source, etc.)**
- ☐ **Procurement Documentation**
  - ☐ Agency procurement policy (Federal v. local requirements, the most stringent applies)
  - ☐ Quotes
    - ☐ Number of quotes received _____
  - ☐ RFP
    - ☐ Advertisement, Medium Used
    - ☐ RFP Cover Page
    - ☐ Cover Sheets showing the submitting bidders in response to RFP
    - ☐ Award Letter
  - ☐ Sole Source (Copy of Agency Approval ____ and CalEMA Approval ____
  - ☐ 1122 Program
    - ☐ Copy of signed order form submitted to 1122 program
  - ☐ Performance Bond if equipment is a vehicle, aircraft or watercraft or any equipment $250,000 or more
- ☐ **Invoices**
  - ☐ Invoices certified as originals
  - ☐ Vendor Debarment List Checked/Print out
- ☐ **Proof of Payment**
- ☐ **DUNS Number** _____
- ☐ **Confirm each page within reimbursement request has grant identification stamp**

REIMBURSEMENT REQUEST

City of San Diego
Reimbursement Processing Checklist
Training Reimbursements

FY _____ Grant _____

Jurisdiction _____ Reimbursement Amount _____

- ☐ Reimbursement Request Form signed by Authorized Agent or Other Designated Authorized Signer
- ☐ Training Detail Worksheet
- ☐ Invoices
  - ☐ Vendor Debarment List Checked/Print out
- ☐ Procurement Documentation
  - ☐ Agency procurement policy(Federal v. local requirements, the most stringent applies)
  - ☐ Quotes
    - ☐ Number of quotes received _____
  - ☐ RFP
    - ☐ Advertisement, Medium Used
    - ☐ RFP Cover Page
    - ☐ Cover Sheets showing the submitting bidders in response to RFP
    - ☐ Award Letter
  - ☐ Sole Source (Copy of Agency Approval ____ and CalEMA Approval _____)
- ☐ Proof of Course Total Cost (if requesting reimbursement)
- ☐ Course Roster or Proof of Attendance (certificate)
- ☐ Proof of Travel Costs (if requesting reimbursement) You must use the most restrictive rates between your agency and Federal Per Diem
- ☐ Contractor/Consultant Summary (Email Electronic Version to OHS)
- ☐ Personnel Summary of overtime costs
- ☐ Payroll documentation
  - ☐ Full Time Card for Each Employee
  - ☐ Proof of Hourly Rate
  - ☐ Financial System Report Showing Expense
  - ☐ Proof of Payment
  - ☐ Agency employee working as contractor must show time off proof
- ☐ Confirm each page within the reimbursement request has a stamp Emailed Electronic Version of Employee Summary to OHS
- ☐ DUNS Number _____

REIMBURSEMENT REQUEST

City of San Diego
Reimbursement Processing Checklist
Exercise Reimbursements

FY _____ **Grant** _____

Jurisdiction _____ **Reimbursement Amount** _____

- ☐ **Reimbursement Request Form signed by Authorized Agent or Other Designated Authorized Signer**
- ☐ **Exercise Detail Worksheet**
  - ☐ Verified that total in each column matches documentation total provided
- ☐ **Invoices**
- ☐ **Procurement Documentation**
  - ☐ Agency procurement policy (Federal v. local requirements, the most stringent applies)
  - ☐ Quotes
    - ☐ Number of quotes received _____
  - ☐ RFP
    - ☐ Advertisement, Medium Used
    - ☐ RFP Cover Page
    - ☐ Cover Sheets showing the submitting bidders in response to RFP
    - ☐ Award Letter
  - ☐ Sole Source (Copy of Agency Approval ____ and CalEMA Approval _____)
- ☐ **Proof of Non-Personnel Exercise Total (if requesting reimbursement)**
- ☐ **Exercise Roster or Proof of Attendance**
- ☐ **Proof of Travel Costs (if requesting reimbursement)** You must use the most restrictive rates between your agency and Federal Per Diem
- ☐ **Contractor/Consultant Summary (Email Electronic Version to OHS)**
- ☐ **Personnel Summary of overtime costs**
- ☐ **Payroll documentation**
  - ☐ Full Time Card for Each Employee
  - ☐ Proof of Hourly Rate
  - ☐ Financial System Report Showing Expense
  - ☐ Proof of Payment
- ☐ **Confirm each page within the reimbursement request has a stamp and is filled out**
- ☐ **DUNS Number** _____

RESOLUTION NO. 2016 –

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 FOR THE DISTRIBUTION OF $12,107 FROM THE FISCAL YEAR 2015 URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDS FOR THE REIMBURSABLE GRANT FOR PLANNING AND TRAINING FOR POLICE AND FIRE PERSONNEL

WHEREAS, the Urban Area Security Initiative ("UASI") Grant Program provides funding for equipment needed to respond to natural disasters or weapons of mass destruction terrorism incidents that may occur in the San Diego urban area; and

WHEREAS, the City of National City is required to execute an agreement with the San Diego Office of Homeland Security for the Distribution of Fiscal Year 2015 UASI grant funds that 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 the State and federal requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute an Agreement with the City of San Diego Office of Homeland Security regarding the Fiscal Year 2015 Urban Area Security Initiative Grant Funding Program. Said Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 15th day of March, 2016.

_____
Ron Morrison, Mayor

ATTEST:

_____
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the bid process pursuant to section 2.60.220(b) of the National City Municipal Code and authorizing the Mayor to execute a five year agreement with Vision Technology Solutions, LLC in the

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.** —

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the bid process pursuant to section 2.60.220(b) of the National City Municipal Code and authorizing the Mayor to execute a five year agreement with Vision Technology Solutions, LLC in the total not-to-exceed amount of $121,344.00 to upgrade and support Vision Internet Website Content Management System.

PREPARED BY: Ron Williams **DEPARTMENT:** Administrative Services

PHONE: 619-336-4373 **APPROVED BY:**

EXPLANATION:

See Attached

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. 629-417-082-502-0000 **APPROVED:** MIS

Funds appropriated for Fy16 - $30,000. Funds requested for FY17 - $55,000. Future funding will be appropriated for additional fiscal years FY18, and FY19.

ENVIRONMENTAL REVIEW:

This project is not subject to environmental review.

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

STAFF RECOMMENDATION:

Staff recommends Council waive the formal bidding requirements as allowed in Chapter 2.60.220(b) of the Municipal Code, and award the contract to Vision Technology Solutions, LLC.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Attachment 1: Explanation
Attachment 2: Contract

Explanation

In 2008, the City of National City upgraded its website and intranet from a static PHP bulletin board style website with limited content management to an Active Server Page (ASP) environment with a distributed content management system (Vision Internet Content Management System (CMS4)). A distributed content management system provided departments with the capability to manage content on their web pages. Managing web content no longer required specialized technical knowledge to manipulate Hyper Text Markup Language (HTML). Anyone familiar with the Microsoft Word application could be trained to manage content using the Content Management System.

Since 2008, there have been many advances in web technology. Some of the new technology has been greatly influenced by the proliferation of tablets and other mobile devices available today. The constant improvements in web browser technology have also contributed to the frequent obsolescence of website architectures. These architectures, such as CMS4, must be updated to meet the interactive and adaptability requirements of modern mobile devices and applications used by the public to access services and information in the organization.

The National City Website and Intranet Content Management System (CMS4) is nearing End of Life (EOL) and will no longer be supported by the vendor. Upgrading to the new Vision Internet Website Content Management System (Vision Live) will provide staff with the latest web technology and architecture to communicate and interact with internal and external customers. It will enhance the ability of the public to access services and information in the organization via the internet.

It is requested that Council waive the formal bidding requirements as allowed in Chapter 2.60.220(b) of the Municipal Code, and award the contract to Vision Internet for the following reasons:

1. Vision Technology Solutions, LLC is the sole entity qualified to upgrade the proprietary Vision Internet Website Content Management System (CMS4).
2. No further purpose would be served by issuing a formal bid at this point in the process.

VISION INTERNET

creating what's next
for the City of National City

Project Name:

List of Services

Vision will perform the following services for the City of National City:

- Website Development Services
- visionLive™ Subscription Services
- Extra Work

Contacts

City Project Manager

- Name: Ron Williams
- Address: 1243 National City Blvd, National City, CA 91950
- Phone: (619)336-4373
- Email: Rwilliams@nationalcityca.gov
- Fax: (619)336-4349

City Contract Contact

- Name: Ron Williams
- Address: 1243 National City Blvd, National City, CA 91950
- Phone: (619)336-4373
- Email: Rwilliams@nationalcityca.gov
- Fax: (619)336-4349

Vision Project Manager

- Name: Kristoffer Von Bonsdorff, or his designee
- Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245
- Phone: (310) 656-3100
- Email:
- Fax: (310) 656-3103

Vision Contract Contact

- Name: Contract Administrator
- Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245
- Phone: (310) 656-3100
- Email: contracts@visioninternet.com
- Fax: (310) 656-3103

VISION INTERNET

terms and conditions

This Master Services Agreement ("**Agreement**") is made and entered into effective as of the date of the last signature below (the "**Effective Date**") by and between Vision Technology Solutions, LLC dba VISION INTERNET PROVIDERS ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

1. Services. This Agreement (which includes and incorporates the Addendum(s) attached hereto and Contractor's acceptable use policy ("**AUP**") posted at www.visioninternet.com) sets forth the entire terms and conditions by which Contractor will deliver and Client will receive any and all of the services provided by Contractor, including one or more of the following: website development, visionLive™ subscription services, maintenance services, and/or other extra work and services (collectively, the "**Services**") and supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein. This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor.

Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) in exchange for payment of related fees specified in such Addendum(s), and compliance with the terms and conditions of this Agreement, and compliance with Contractor's AUP as such policy may change from time to time. In the event of conflict with an Addendum with respect to the terms of this main body of this Agreement, then this Agreement shall govern.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("**Extra Work**"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum C-1, C-2, etc., as applicable, and such Addendum shall become part of this Agreement when executed by both parties. Such addendum will be billed at Contractor's then prevailing hourly rates, which are currently as follows: Content Migration, $85/hr; Graphic Production, $95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, $105/hr; Consulting, Project Management, Database Design, Dynamic Programming, $135/hr; Graphic Design, Training, $125/hr; Straight flatbed scanning will be billed at $10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of $135.

3. Ownership; Limited Licensing of Intellectual Property.

3.1. Designs. Upon payment in full of the website development fees provided under Addendum A, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Agreement is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.

3.2. Vision Content Management System™. Contractor also grants a limited, non-exclusive, and non-transferrable license for Client to use the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool, collectively, the

"**VCMS**"), and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its website; provided, Client does not modify the VCMS and maintains a visionLive™ Subscription in accordance with this Agreement and Addendum B. The VCMS provided under this Agreement is licensed and not sold, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.

4. Limited Warranty. If Contractor performs Website Development and/or Custom Programming services, Contractor warrants that the deliverables set forth in Addendum A will be conveyed to Client upon transfer of the website to the production server with a public Internet Protocol address ("**Completion**"). All programming code developed by Contractor within Addendum A is warranted to be free of any errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**") for a period of twelve (12) months from the date of Completion. Contractor will create a backup of the website on the date of Completion. If any Warranted Problem arises while Client or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is hosting and/or maintaining the website pursuant to one or more Addendums to this Agreement, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall provide compiled code upon Client's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion. Except as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.

6. Contractor's Mark. Client agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

7. Indemnity.

7.1. Indemnification of Contractor. Intentionally omitted.

7.2. Intellectual Property Indemnity. Contractor will defend, hold harmless and indemnify Client against any third-party action, suit, or proceeding ("**Claims**") for infringement or alleged infringement of any United States' letters patent, trademark, or copyright ("**Intellectual Property**") contained in Contractor's VCMS provided under this Agreement. Notwithstanding the foregoing, Contractor shall have no defense or indemnity obligations for Intellectual Property modified by a party other than Contractor, for Intellectual Property modified in accordance with Client's specifications or instructions, or Claims of infringement based on Client's other products or other third-party products.

8. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the County of San Diego, State of California, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the County of San Diego, State of California. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

10. Modification and Waiver.

10.1. Modification. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties.

10.2. Waiver. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall be in writing and shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

10.3. Conduct. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

11. Confidentiality. Except as permitted by law, Contractor activities and all discussions regarding Client website development, including without limitation demonstrations, know-how, techniques, designs, specifications, drawings, compilations, diagrams, models, samples, flow charts, business, strategic and marketing plans, and other technical, financial or business information of Contractor, shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client, and shall be used only in furtherance of the Services provided under this Agreement, except as otherwise required by law.

12. Authority. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

13. Interpretation. It is understood and agreed that if any interpretation is to be made of this

Agreement, the same shall not be construed for or against any of the Parties. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and its Addendum(s), the following hierarchy of interpretation shall prevail:

13.1. Addendum E (Client's Terms and Conditions)
13.2. "creating what's next" Agreement Terms and Conditions, including Contractor's AUP
13.3 Addendum A (Website Development Services) and Addendum B (visionLive™ Subscription Services)
13.4. Addendum C shall prevail against the Agreement Terms and Conditions to the extent of the services provided in that Addendum.

14. Counsel. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. As a result, the Parties do not believe that the presumptions of California Civil Code section 1654 relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the Parties knowingly and freely waive its effects.

15. Prevailing Party. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney's fees and court and expert costs incurred by reason of such action.

16. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective on the Effective Date.

18. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

19. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. Headings. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

21. Survival. The terms and conditions of Sections 4 (Limited Warranty), 7 (Indemnity), 9 (Governing Law & Venue), 11 (Confidentiality), 15 (Prevailing Party), 21 (Survival) and 24 (No Hire) shall survive any termination or expiration of this Agreement.

22. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

23. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

24. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, an employee or agent from Client's Management Information System Department shall not directly solicit an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance; provided, nothing contained herein shall prevent employment of any person who responds to a general media advertisement or non-directed search inquiry, or who makes an unsolicited contact for employment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an "**Affiliate**" of Contractor or in connection with an acquisition of Contractor, merger (whether Contractor is the surviving or disappearing entity) or consolidation of Contractor with another entity, or in connection with the sale, assignment, or majority transfer of any stock, membership or other ownership interest in Contractor. "**Affiliate**" shall mean (a) a domestic entity formed, existing and governed pursuant to the laws of one of the fifty (50) states of the United States of America (or the District of Columbia) controlling, controlled by, or under common control with Contractor.

26. Term. This Agreement will remain in effect for 5 years from the Effective Date. Thereafter, it will renew for successive 1 year periods, unless either Party refuses such renewal by written notice 30 or more days before the end of the current term. Client shall permanently delete all copies of the VCMS upon termination of this Agreement.

27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as indicated on Page 1 of this Agreement.

28. Invoices. Contractor will submit itemized invoices to Client for the payments required by the applicable Addendum(s), and all invoices will be due and payable within 30 days. Payments not received by Contractor 30 days after the date of the invoice will be considered delinquent. A finance charge of 1.5% per month will apply if full payment is not received 45 days after the date of the invoice. Returned checks are subject to a charge of $25.00. Client agrees to be liable for all costs of collection of any delinquent invoices including, but not limited to, collection agency fees, reasonable attorneys' fees, and court costs.

Signatures follow.

IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the "**Effective Date**" below.

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

Dated: _____

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
City Attorney

VISION TECHNOLOGY SOLUTIONS, LLC
(Corporation – signatures of two corporate officers required)
(Partnership – one signature)
(Sole proprietorship – one signature)

By: _____
(Name)

MICHAEL TRUEX
(Print)

VP FINANCE
(Title)

Dated: 3/9/16

By: _____
(Name)

David Nachman
(Print)

Chief Executive Officer
(Title)

Dated: 3/9/2016

Addendums:

A Website Development Services (and/or Other Services, if applicable)
B visionLive™ Subscription Services
C Extra Work (if and when applicable)
D Maintenance Services: Not applicable.
E Client Terms and Conditions

Addendum A

website platform upgrade services

Included Services

Pursuant to the terms herein, Contractor agrees to provide website development services as provided below in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Website development services include the following:

Navigation and Graphic Design.

The Contractor will consult with Client on how to organize Client website content. Based on this consultation, the Contractor will create a custom content migration script to move the content to its new location on the upgraded website, and Contractor will assist in transferring existing content into the new design. The Contractor will then provide Client with one draft homepage design concept via Client-accessible software or as an email attachment ("**Delivery**"). The Contractor will revise the homepage design concept. After Client reviews the final homepage design concept, the Contractor will provide three interior page designs per standard layouts available through Contractor's template builder and VCMS widget requirements. The Contractor will deliver the following:

- Custom content migration script
- One homepage design concept
- Approved homepage design
- Up to three interior page templates

Vision Content Management System™ Interactive Components and Features.

The Contractor will implement Client's website using the VCMS. Customization of the VCMS includes the frontend graphic design and layout as well as adding or subtracting fields.

The VCMS will be implemented with the components provided under Addendum B.

Integration of Third-Party Components and Databases.

- Not applicable at this time.

Additional HTML Template

The Contractor will provide Client an HTML template that vendors of third-party components can use. Contractor will also integrate links to these third-party components into the overall website navigation. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Addendum A.

Project Notes

By initialing, Client acknowledges that Client agrees to and understands the Project Notes Section: _____.

Not all functionality from the current content management system will be identical in the new platform. Client-created customizations or integrations to the site files or database will not be duplicated on the new VCMS. Client staff is responsible for identifying any Client-created customizations made and implementing them in the new VCMS.

- The following component will be duplicated to the new VCMS:
  - Approval Cycle

Contractor will migrate existing content to the new site except for content from the custom components above and from the Form Tool, Polling Tool, Service Requests and Facilities directory. These Tools have been revamped and the Client will need to recreate the content currently used on the website.

Website Development Fees

Client agrees to pay Contractor for Website Development as follows:

1. Price. Contractor agrees to perform work set forth in this Addendum A for $39,030.

Service	Cost
Website Development Package - One day consultation session via remote meeting service - Navigation and Graphic Design - VCMS - Custom content migration script - One day training session via remote meeting service	$31,530
Content Consulting Standard Package	$7,500
Total	**$39,030**

2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable within 30 days:

(a) An initial payment equal to 40% of the total cost;
(b) A payment equal to 20% of the total cost upon Contractor's Delivery of the draft homepage design concept to the Client, but no sooner than July 1, 2016, whichever is later;
(c) A payment equal to 20% of the total cost upon implementation of the website into the VCMS on a Contractor-hosted development server, but no sooner than July 1, 2016, whichever is later; and
(d) A payment equal to 20% of the total cost upon Completion; provided, however that Client has completed training. If Client has not completed training, then Contractor shall invoice Client at the earlier of: (i) completion of training, or (ii) 21 days after Completion.

3. Non-Contractor Hosting. If Contractor is not providing hosting services under Addendum B then, at Client's request, Contractor will assist Client with setting up the website on Client's server. A flat rate of $475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.

Additional Website Development Terms and Conditions

1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version of Chrome and Firefox at the time of Completion. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("**HTML**"), CSS, JavaScript, and Microsoft ASP.NET ("**MS-ASP**") interfaced with a database created in Microsoft SQL Server ("**MS-SQL**"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("**MS-Server**"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".

2. Client understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), hereinafter referred to as "**Section 508**" guidelines on accessibility as follows: Compliance standards will be verified via SortSite™ to be compliant to automatic checkpoints prior to Completion. Client understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by Client or any third party.

Addendum B

visionLive™ subscription services

standard edition

Subscription Services

Pursuant to the terms herein, Contractor agrees to provide Hosting Services, Support Services, and VCMS Licensing Services (collectively "**Subscription Services**") as provided below. Contractor will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Subscription Services include the following:

Hosting Services. Contractor will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website. The shared server hosting service includes:

- SOC-certified datacenter
- Full hardware redundancy
- Redundant generator backup
- Daily data backups
- Intrusion protection
- 24/7 monitoring
- 99.9% uptime
- DDoS mitigation service
- Up to 50 GB of website content storage
- Standard disaster recovery service with 90 minute failover

Support Services. Support Services is defined as technical support, account management, and education and training for the VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes. Support Services also include:

- Annual dedicated Account Manager
- Account Management*
  - Annual account reviews (Health Checks)
  - Annual site analytics report
  - Annual graphics site audit
  - Up to 15 hours of site improvement credits**
- Education and Training
  - Training and best practices webinars
  - Access to On-Demand Training Library
  - On-going new user training (via remote meeting service)
  - Monthly office hours (via remote meeting service)

* Health Checks, Site Analytics Report and Graphics Site Audit will not be performed until the second year of the Agreement and every year thereafter.
** Fifteen site improvement credits will be available beginning the second year of the Agreement and every year thereafter. Any unused hours in a given year may be carried over to the following year.

VISION INTERNET

VCMS Licensing Services. Contractor will provide a license to the Standard edition of the VCMS, which includes the following functionalities indicated by the applicable check marks:

visionLive editions

visionCMS™ Functionality	Standard Edition
Site Administration & Security	
Advanced WYSIWYG Editor	✓
In-page Editing	✓
User Management & Security	✓
Navigation Management	✓
Accessibility Features	✓
visionMobile Designer	✓
Approval Cycle *	✓
Mega Menu Designer *	
Extranet (Password Protected External Content)	✓
User Experience & Interactivity	
Calendar	✓
FAQs	✓
Facility Directory	✓
Staff Directory	✓
Service Directory	✓
Google Translation	✓
Online Form Builder	✓
News Postings	✓
Job Posts	✓
Facilities/Events Registration	✓
Online Polling	✓
Citizen Request Management Tool	✓
Business Directory	✓

* Requires an implementation fee

VISION INTERNET

visionLive editions	Standard Edition
RFP Posts	✓
Online Payments	✓
visionSearch	✓
Job Application Manager	
Outreach, Media & Social Networking	
eNotification Tool	✓
Emergency Alerts	✓
RSS Feeds	✓
Facebook & Twitter Feed Readers	✓
Audio & Video Embedding	✓
Photo Gallery & Slide Show	✓
One-Click Social Networking	✓
Streaming Video Center	✓
Developer Features	
Import/Export	✓
APIs	✓
Sandbox Test Environment	

Additional Interactive Components and Features

- None

VCMS Licensing Services include:

- Periodic functional enhancements.
- New visionLive™ Interactive Components that may be released from time to time by Contractor.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as listed in Addendum A) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

VCMS Licensing Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Compatibility with Client's third-party products.
- Website design services.
- All other services not expressly provided for in this Agreement and its applicable Addendum(s).

Customizations. The following are customizations provided in Client's project:

Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Addendum. Any changes, alterations or modification requested by the Client to its Website may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

Subscription Fees

Rate: All Subscription Services provided for the Client during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client $8,000 per year beginning the second year of this Agreement, which rate shall be increased by five percent (5%) per year, for each year of the Agreement Term, and any and all renewal terms. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices will be due and payable by Client within 30 days. Websites exceeding 50 GB of storage shall be subject to an additional monthly fee of $50 per 5GB increment.

Addendum C-1

extra work

Included Services

Intranet with Responsive Design

Contractor will implement the intranet as follows:

- Complete main website project
- Replicate the main website including components such as calendar, news, etc., but excluding optional components that require extra implementation fee
- Implement the approved Intranet design
- Migrate up to 25 pages
- Launch the website behind a firewall so as to make it inaccessible from outside Client's internal network[1].

The Intranet must be hosted on the Client's server according to the specifications provided in this Addendum C-1.

RSS viewer widgets can be used to retrieve and display information from the main site, such as news and events, and display them on the Intranet. Any content can be retrieved as long as a RSS feed URL is available. If a website user clicks on one of the news or events items in the RSS viewer, they will be taken to the detailed information on the main website. Please note that items from the Intranet and main site will not be combined into one list. In this approach, the content in the website and the Intranet plus all management tools would be separate.

CONTENT SHARING PACKAGE

This package allows for content sharing between the main site and the Intranet without the use of RSS viewers. Client can categorize items from the main website for use on both the Client website and Intranet. From the Intranet website, Client can modify widget settings to choose what items to display from the widget. The items from the main site and Intranet will sort together into one list, based on the sorting assigned to that widget. Initially the components that will have content sharing options will be the News, Calendar, Staff Directory and Job Posting components. An icon will indicate which items came from the main website.

RESPONSIVE DESIGN WITH VISIONMOBILE™ DESIGNER FOR THE INTRANET

Contractor will implement Responsive Design for the Intranet website that will display an optimized view of the Intranet for mobile devices. While responsive design will make the website viewable across all devices, Client may need to adjust content for readability and to improve usability on smaller screens. VisionMobile™ Designer enables Client to move, hide and reorder content to create an optimized mobile view of the website.

[1] For users to access the Intranet from outside Client's network, they may need to use a VPN to access Client's network prior to accessing the Intranet.

Project Notes

By initialing, Client acknowledges that Client agrees to and understands the Project Notes Section: _____.

Not all functionality from the current content management system will be identical in the new platform. Client-created customizations or integrations to the site files or database will not be duplicated on the new VCMS. Client staff is responsible for identifying any Client-created customizations made and implementing them in the new VCMS.

- The following components will not be duplicated to the new VCMS:
  - SearchBlox (replaced with visionSearch)
- The following components will be duplicated to the new VCMS:
  - Approval Cycle
  - Staff Directory – add cell phone field

Contractor will migrate existing content to the new site except for content from the custom components above and from the Form Tool, Polling Tool, Service Requests and Facilities directory. These Tools have been revamped and the Client will need to recreate the content currently used on the website.

Extra Work Fees

Client agrees to pay Contractor as follows:

1. Price. Contractor agrees to perform work set forth in this Addendum for $18,955.

2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Addendum, and all invoices will be due and payable by Client within 30 days:

(a) An initial payment equal to 50% of the total cost on or before July 31, 2016; and
(b) A payment equal to 50% of the total cost 21 days after completion of the services in this Addendum.

Additional Website Development Terms and Conditions

1. Client understands and agrees that Contractor will develop the intranet to be compatible with Internet Explorer 9, 10, and 11, and the latest released version of Chrome and Firefox at the time of Completion. Intranet may not be compatible with previous or future versions. Intranet will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("**HTML**"), CSS, JavaScript, and Microsoft ASP.NET ("**MS-ASP**") interfaced with a database created in Microsoft SQL Server ("**MS-SQL**"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("**MS-Server**"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".

2. Client understands and agrees that the Intranet and third party tools may not be Section 508 compliant.

Contractor is not responsible for content migrated by Client or any third party.

3. Ownership; Limited Licensing of Intellectual Property.

3.1. Designs. Upon payment in full of the intranet development fees provided under this Addendum C-1, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Addendum C-1 is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.

3.2. Vision Content Management System™. Contractor also grants a limited, non-exclusive, and non-transferrable license for Client to use the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool, collectively, the "**VCMS**"), and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its website; provided, Client does not modify the VCMS and maintains a visionLive™ Subscription in accordance with the Agreement and this Addendum C-1. The VCMS provided under this Addendum C-1 is licensed and not sold, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.

visionLive™ On-Premise subscription services

basic edition

Subscription Services

Pursuant to the terms herein, Contractor agrees to provide Support Services and VCMS Licensing Services, (collectively "**Subscription Services**") as provided below. Contractor will provide Subscription Services to the Client's Intranet in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Subscription Services include the following:

Support Services. Support Services is defined as technical support, account management, and education and training for the unmodified VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes. Support Services also include:

- Account Management
  - Up to 5 hours of site improvement credits**
- Education and Training
  - Training and best practices webinars
  - Access to On-Demand Training Library

** Five site improvement credits will be available beginning the second year of the Agreement and every year thereafter. Any unused hours in a given year may be carried over to the following year.

VCMS Licensing Services. Contractor will provide a license to the Basic edition of the VCMS, which includes the following functionalities indicated by the applicable check marks:

VISION INTERNET

visionLive editions

visionCMS™ Functionality	Basic Edition
Site Administration & Security	
Advanced WYSIWYG Editor	✓
In-page Editing	✓
User Management & Security	✓
Navigation Management	✓
Accessibility Features	✓
visionMobile Designer	✓
Approval Cycle *	
Mega Menu Designer *	
Extranet (Password Protected External Content)	
User Experience & Interactivity	
Calendar	✓
FAQs	✓
Facility Directory	✓
Staff Directory	✓
Service Directory	✓
Google Translation	✓
Online Form Builder	✓
News Postings	✓
Job Posts	✓
Facilities/Events Registration	
Online Polling	
Citizen Request Management Tool	
Business Directory	

* Requires an implementation fee

VISION INTERNET

visionLive editions	Basic Edition
RFP Posts	
Online Payments	
visionSearch	
Job Application Manager	
Outreach, Media & Social Networking	
eNotification Tool	✓
Emergency Alerts	✓
RSS Feeds	✓
Facebook & Twitter Feed Readers	✓
Audio & Video Embedding	✓
Photo Gallery & Slide Show	✓
One-Click Social Networking	✓
Streaming Video Center	
Developer Features	
Import/Export	✓
APIs	
Sandbox Test Environment	

Additional Interactive Components and Features

- Approval Cycle
- Vision Search

VCMS Licensing Services include:

- Periodic functional enhancements.
- New visionLive™ Interactive Components that may be released from time to time by Contractor.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as listed in Addendum A) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

To receive the VCMS Licensing Services, the VCMS code must be unmodified. Client must provide Contractor continual server access to receive Upgrade Services and at no time may Client modify the code. Modification of code may result in files being overwritten.

VCMS Licensing Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Compatibility with Client's third-party products.
- Website design services.
- All other services not expressly provided for in this Agreement and its applicable Addendum(s).

No Hosting Services. Contractor is not providing Hosting Services. Client to provide Hosting Services on its own infrastructure with the following minimum requirements:

Web Server

- Dual processors with quad cores at minimum 2.8 GHz CPU
- Minimum 6 GB RAM
- Minimum 40 GB Hard Drive
- Windows Server 2012 with the latest service pack

Database Server

- Dual processors with quad cores at minimum 2.8 GHz CPU
- Minimum 8 GB RAM
- Minimum 80 GB Hard Drive
- Windows Server 2012 with the latest service pack
- Microsoft SQL Server 2012 with the latest service pack

The Web Server and Database Server ("Servers") can either be separate or reside in the same machine; provided, however, that if the Servers are on the same machine, the minimum requirements are dual processors with Quad cores and at least 2.8 GHz CPU and 8GB RAM. For better performance, we recommend dual processors with Quad cores and 3.0 GHz CPU and above.

Except as expressly set forth in this Addendum, it is Client's responsibility to host and maintain the website and make back-ups of all hosted files.

Contractor will assist Client with setting up the website on Client server. A flat rate of $475 will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the technical support hourly rate.

Customizations. The following are customizations provided in Client's project: None.

Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Addendum. Any changes, alterations or modification requested by the Client to its Website may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

Subscription Fees

Rate: All Subscription Services provided for the Client during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client $6,700 per year beginning the second year of this Agreement, which rate shall be increased by five percent (5%) per year, for each year of the Agreement Term, and any and all renewal terms. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices will be due and payable by Client within 30 days. Websites exceeding 15 GB of storage shall be subject to an additional monthly fee of $50 per 5GB increment.

Addendum D

maintenance

Intentionally omitted.

VISION INTERNET

Addendum E

client terms and conditions

AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
VISION TECHNOLOGY SOLUTIONS, LLC

THIS AGREEMENT is entered into this 15th day of March, 2016, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and VISION TECHNOLOGY SOLUTIONS, a Limited Liability Corporation (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide Website Content Management System upgrade services.

WHEREAS, the CITY has determined that the CONSULTANT is a website design company and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** Intentionally omitted.

3. **SCOPE OF SERVICES.** Intentionally omitted.

4. **PROJECT COORDINATION AND SUPERVISION.** Ron Williams hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Kristoffer Von Bonsdorff, or his designee, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on billings as specified in the applicable Addendum(s). The total cost for all work described in Addendum "___" shall not exceed the schedule given in Addendum "___" (the Base amount) without prior written authorization from the _____. Compensation and payment shall be distributed as follows:

Service	Total Cost	FY 07/15 - 06/16	FY 06-16 - 06/17	FY 06/17 - 06/18	FY 06/18 - 06/19	FY 06/19 - 06/20
Website Development (Addendum A)	$39,030	$15,612	$23,418			
visionLive for Website (Addendum B)	$34,481		$8,000	$8,400	$8,820	9,261
Intranet Development (Addendum C-1)	$18,955		$18,955[2]			
visionLive for Intranet (Addendum C-1)	$28,878		$6,700[3]	$7,035	$7,387	$7,756
Total	**$121,344**	**$15,612**	**$57,073**	**$15,435**	**$16,207**	**$17,017**

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the City or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the City shall each prepare a report which supports their position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or

[2] 50% may roll over to Fiscal Year 07/17 – 06/18.
[3] First visionLive billing may roll over to Fiscal Year 07/17 – 06/18.

acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** Intentionally omitted.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training,

including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☒ If checked, **Professional Liability or Cyber Liability** Insurance (errors and omissions) with minimum limits of $1,500,000 per occurrence.

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

C. **Commercial General Liability Insurance**, with minimum limits of $1,000,000 per occurrence and $3,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".

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

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

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

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

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

I. All deductibles and self-insured retentions in excess of $10,000 must be disclosed to and approved by the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego,

California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.**

A. The Subscription Services under Addendum B may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination of Addendum B not for cause (due to Contractor's failure to substantially perform its obligations hereunder) or due to any default of this Agreement or Addendum B by Contractor, City shall not be entitled to a refund of any amounts already paid by Client for those Subscription Services which have yet to be rendered to the City through the year of the effective date of termination. In addition to outstanding amounts owed, the visionLive™ Subscription Services fee during the year of the effective date of termination shall constitute the only charge upon termination by the City for convenience.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

F. Notwithstanding anything to the contrary in this Section 20, City may terminate this Agreement, in whole or in part, for its convenience or without cause if City fails to appropriate funds despite the City's good faith efforts. The City must take all reasonable steps necessary to appropriate the funds to fulfill the requirements of this Agreement by any appropriate means provided by the City's governing laws or procedures.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail

(Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Ron Williams
IT Manager
MIS
City of National City
1243 National City Boulevard
National City, CA 91950-4301

To CONSULTANT:
Katrina Bondoc
Associate Counsel, Commercial Contracts
Vision Technology Solutions, LLC
222 N. Sepulveda Blvd., 15th Floor
El Segundo, CA 90245

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY

of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

23. **PREVAILING WAGES**. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720,1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

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

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

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

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. Audit. If this Agreement exceeds ten-thousand dollars ($10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE BID PROCESS PURSUANT TO SECTION 2.60.220(B) OF THE NATIONAL CITY MUNICIPAL CODE AND AUTHORIZING THE MAYOR TO EXECUTE A FIVE-YEAR AGREEMENT WITH VISION TECHNOLOGY SOLUTIONS, LLC, IN THE NOT TO EXCEED AMOUNT OF $121,344.00 TO UPGRADE AND SUPPORT VISION INTERNET WEBSITE CONTENT MANAGEMENT SYSTEM

WHEREAS, in 2008, the City of National City upgraded its website and intranet from a static PHP bulletin board style website with limited content management to an Active Server Page (ASP) environment with a distributed content management system (Vision Internet Content Management System ("CMS4")). A distributed content management system provided departments with the capability to manage content on their web pages; and

WHEREAS, managing web content no longer requires specialized technical knowledge to manipulate Hyper Text Markup Language (HTML) because anyone familiar with Microsoft Word can be trained to manage content using the Content Management System; and

WHEREAS, the CMS4 System, must be updated to meet the interactive and adaptability requirements of modern mobile devices and applications used by the public to access services and information on the City's website; and

WHEREAS, because the National City Website and Intranet Content Management System (CMS4) is nearing End of Life and will no longer be supported by the vendor, it is recommended that the City upgrade to the new Vision Internet Website Content Management System ("Vision Live"), which will provide staff with the latest web technology and architecture to communicate and interact with internal and external customers, and enhance the ability of the public to access services and information in the organization via the internet; and

WHEREAS, pursuant to Section 2.60.220(B) of the National City Municipal Code, the City may dispense with the bidding requirements when the commodity can be obtained by only one source. Vision Technology Solutions, LLC, is the sole entity qualified to upgrade the proprietary Vision Internet Website Content Management System. Sole source procurement is appropriate in this instance because Vision Technology Solutions, LLC, is the only source that can upgrade the software and there is no adequate substitute.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby waives the formal bid process and authorizes the sole source purchase of the new Vision Internet Website Content Management System ("Vision Live") from Vision Technology Solutions, LLC, for the not to exceed amount of $121,344.00 to provide the latest web technology and architecture to communicate and interact with internal and external customers, and enhance the ability of the public to access services and information in the organization via the internet.

--- Signature Page to Follow---

PASSED and ADOPTED this 15th day of March, 2016.

_____
Ron Morrison, Mayor

ATTEST:

_____
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) accepting the terms of the Termination and Mutual Release Agreement between 819 D Avenue, LLC, a California limited liability company (the Owner), NC Apartments, LLC, a California limited lia

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) accepting the terms of the Termination and Mutual Release Agreement between 819 D Avenue, LLC, a California limited liability company (the "Owner"), NC Apartments, LLC, a California limited liability company, and the City of National City, for the Undergrounding of Utilities for the Harbor View Condo Project located at 819 "D" Avenue; and 2) authorizing the Mayor to execute the Agreement.

PREPARED BY: Stephen Manganiello **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4382 **APPROVED BY:**

EXPLANATION:

See attached.

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. **APPROVED:** MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt Resolution authorizing the Mayor to execute the Termination and Mutual Release Agreement for the Undergrounding of Utilities for the Harbor View Condo Project located at 819 "D" Avenue.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

EXPLANATION

On September 7, 2010, NC Apartments, LLC and the City of National City entered into a Reimbursement Agreement for the Undergrounding of Utilities for the Harbor View Condo Project located at 819 "D" Avenue in National City. Said Agreement was recorded in the San Diego County Recorder's Office as Document No. 2010-0497191. The undergrounding of utilities is a condition of approval for the Project per City Council Resolution No. 2006-266.

The parties desired to enter into the Reimbursement Agreement since the City planned to underground utilities along 8th Street, a portion of which is adjacent to the Harbor View Condo Project. Per the terms of the Reimbursement Agreement, the owner agreed to pay the City for the cost of undergrounding one utility pole located at 9th Street and the alley adjacent to the Harbor View Condo Project site, including a fee for project administration. The other two utility poles, which front the Harbor View Condo Project site on 8th Street, were to be completed and paid for as part of the City's 8th Street Utility Undergrounding Project.

The Utility Undergrounding for this portion of 8th Street, which included the three poles for the Harbor View Condo Project, was completed by the City's contractor in February 2013. The Owner submitted a letter of credit in the amount of $228,400 to reimburse for the cost of construction and a deposit in the amount of $28,325 to reimburse for project administration costs. Staff has confirmed that all conditions and requirements for the Harbor View Undergrounding Project pursuant to the Reimbursement Agreement have been satisfied by NC Apartments, LLC and the Owner. Therefore, staff recommends executing the attached Termination and Mutual Release Agreement.

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Peterson & Price
530 B Street, Suite 1800
San Diego, CA 92101
Attn: Matthew A. Peterson

THIS SPACE FOR RECORDER'S USE ONLY

APN: 556-493-11-00; 556-493-10-01 through 556-493-10-82

Termination and Mutual Release Agreement

This Termination and Mutual Release Agreement is made as of this ___ day of _____, 201__, by and between 819 D Avenue, LLC, a California limited liability company (the "Owner"), NC Apartments, LLC, a California limited liability company, and the City of National City, a municipal corporation ("City") (the "Agreement").

RECITALS

A. Owner is the owner of property located at 819 D Avenue, National City, California 91950, and more particularly described in Exhibit A attached hereto.

B. NC Apartments, LLC and City are parties to that certain Reimbursement Agreement by and between the City of National City and NC Apartments, LLC for the Undergrounding of Utilities (AKA Harbor View Condo Project) dated September 7, 2010, recorded in the San Diego County Recorder's Office as instrument no. 2010-0497191 ("Reimbursement Agreement");

C. Owner, NC Apartments, LLC and City agree that all conditions and requirements for the Harbor View Undergrounding Project pursuant to the Reimbursement Agreement have been satisfied by NC Apartments, LLC and Owner; and

D. Owner, NC Apartments, LLC and City desire to terminate the Reimbursement Agreement.

IT IS THEREFORE AGREED, in consideration of the mutual covenants herein contained, as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings given to such terms in the Reimbursement Agreement, unless specified below, which

definitions shall survive the termination of the Reimbursement Agreement. As used herein:

a. "Termination Date" means 11:59 pm on January 7, 2015.

2. Agreed, Voluntary Termination of Reimbursement Agreement. Except for Section 3 of the Reimbursement Agreement (Representations, Warranties and Indemnification) and as otherwise provided herein, Owner, NC Apartments, LLC and City hereby agree that the Reimbursement Agreement is hereby terminated as of the Termination Date.

   a. Deposit. Owner, NC Apartments, LLC and City agree that the remaining balance of Owner's deposit submitted to the City in the amount of Twenty Eight Thousand Three Hundred Twenty Five Dollars ($28,325) is to be retained by the City in satisfaction of City's administrative expenses and costs (separate and distinct from the construction costs) related to the Harbor View Undergrounding Project and to the City Project.

3. Owner Releases City. Owner and NC Apartments, LLC does now, forever fully and finally release, remise acquit and discharge City, and its parents, subsidiaries, managers, officers, directors, successors, assigns, employees, affiliates, and agents from any and all claims, debts, demands, liabilities, actions or causes of actions, whether in law or equity, whether direct or indirect, whether presently known or unknown, whether contingent or accrued, arising from the beginning of time to the execution of this Agreement, with respect to all claims arising under or in connection with the Reimbursement Agreement, specifically excluding any claims that may arise out of a failure to comply with the terms of this Agreement.

4. City Releases Owner. City does now, forever fully and finally release, remise acquit and discharge NC Apartments, LLC, Owner, and their parents, subsidiaries, managers, officers, directors, shareholder, successors, assigns, employees, affiliates, and agents from any and all claims, debts, demands, liabilities, actions or causes of actions, whether in law or equity, whether direct or indirect, whether presently known or unknown, whether contingent or accrued, arising from the beginning of time to the execution of this Agreement, with respect to all claims arising under or in connection with the Reimbursement Agreement, specifically excluding any claims based on Section 3 of the Reimbursement Agreement or that may arise out of a failure to comply with the terms of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

6. Governing Law. The construction, interpretation and enforcement of this Agreement shall be construed in accordance with and governed by the laws of California without giving effect to the principles of conflicts of laws thereof.

7. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall remain valid and can be enforced to the greatest extent allowed by law.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein. This Agreement may not be changed orally.

9. Authority to Enter Contract. Each party and the individuals signing this Agreement represent and warrant to the other that the individual signing this Agreement for such party is fully authorized and empowered to execute this Agreement and to bind such party to the terms hereof.

10. Successors and Assigns. This Agreement shall bind the parties hereto and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

OWNER:

819 D Avenue, LLC,
a California limited liability company

Andrew Held, President

NC APARTMENTS, LLC:

NC Apartments, LLC,
a California limited liability company

Andrew Held, Managing Member

CITY:

City of National City,
a municipal corporation

Ron Morrison
Mayor

Approved as to form:

Claudia G. Silva
City Attorney

ACKNOWLEDGMENT

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

STATE OF Indiana }
} ss
COUNTY OF Hamilton }

On March 8th, 2016, before me, Lindsey Ellen Hougland, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature Lindsey Ellen Hougland **(Seal)**

STATE OF INDIANA NOTARY SEAL
LINDSEY ELLEN HOUGLAND
Notary Public, State of Indiana
Hamilton County
Commission # 640080
My Commission Expires
November 26, 2020

ACKNOWLEDGMENT

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

STATE OF Indiana }
COUNTY OF Hamilton } ss

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

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WITNESS my hand and official seal.

Signature Lindsey Ellen Hougland **(Seal)**

STATE OF INDIANA NOTARY SEAL
LINDSEY ELLEN HOUGLAND
Notary Public, State of Indiana
Hamilton County
Commission # 640080
My Commission Expires
November 26, 2020

ACKNOWLEDGMENT

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STATE OF }
} ss
COUNTY OF }

On _____, 201_, before me, _____,
a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NATIONAL CITY, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF HARBORVIEW CONDOMINIUMS, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 15874, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 17, 2012.

APN: 556-493-11-00

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING THE TERMS OF THE TERMINATION AND MUTUAL RELEASE AGREEMENT BETWEEN 819 "D" AVENUE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (THE "OWNER"), NC APARTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND THE CITY OF NATIONAL CITY, FOR THE UNDERGROUNDING OF UTILITIES FOR THE HARBOR VIEW CONDO PROJECT LOCATED AT 819 "D" AVENUE, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, on September 7, 2010, NC Apartments, LLC, and the City of National City entered into a Reimbursement Agreement for the Undergrounding of Utilities for the Harbor View Condo Project located at 819 "D" Avenue in National City; and

WHEREAS, the undergrounding of utilities is a condition of approval for the Project pursuant to City Council Resolution No. 2006-266; and

WHEREAS, the parties desired to enter into the Reimbursement Agreement because the City planned to underground utilities along 8th Street, a portion of which is adjacent to the Harbor View Condo Project; and

WHEREAS, pursuant to the terms of the Reimbursement Agreement, the Owner agreed to pay the City for the cost of undergrounding one utility pole located at 9th Street and the alley adjacent to the Harbor View Condo Project site, including a fee for project administration. The other two utility poles, which front the Harbor View Condo Project site on 8th Street, were to be completed and paid for as part of the City's 8th Street Utility; and

WHEREAS, the Utility Undergrounding for this portion of 8th Street, which included the three poles for the Harbor View Condo Project, was completed by the City's contractor in February 2013; and

WHEREAS, the Owner submitted a letter of credit in the amount of $228,400 to reimburse the City for the cost of construction, and a deposit in the amount of $28,325 to reimburse for project administration costs; and

WHEREAS, staff has confirmed that all conditions and requirements for the Harbor View Undergrounding Project pursuant to the Reimbursement Agreement have been satisfied by NC Apartments, LLC and the Owner.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City accepts the terms of the Termination and Mutual Release Agreement between 819 "D" Avenue, LLC, NC Apartments, LLC, and the City of National City, for the undergrounding of utilities for the Harbor View Condo Project located at 819 "D" Avenue.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Mayor to execute the Termination and Mutual Release Agreement.

--- Signature Page to Follow---

PASSED and ADOPTED this 15th day of March, 2016.

_____
Ron Morrison, Mayor

ATTEST:

_____
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
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 First Amendment to the Agreement with Geosyntec Consultants, Inc. to increase the not-to-exceed amount of the Agreement by $300,000 and extend the expiration da

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Geosyntec Consultants, Inc. to increase the not-to-exceed amount of the Agreement by $300,000 and extend the expiration date of the Agreement one year to October 6, 2017, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, environmental engineering, site assessments, characterization and remediation, groundwater monitoring and reporting, and preparation of environmental studies in accordance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4382

APPROVED BY:

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: Finance

APPROVED: MIS

ACCOUNT NO.

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt resolution executing a First Amendment to the Agreement with Geosyntec Consultants, Inc.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

Explanation:

On October 7, 2014, per City Council Resolution No. 2014-142, the City of National City entered into an Agreement with Geosyntec Consultants, Inc. to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, environmental engineering, site assessments, characterization and remediation, groundwater monitoring and reporting, and preparation of environmental studies in accordance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). The Agreement was for a not-to-exceed amount of $300,000 and a term of two years, with the option to extend for an additional period of up to one year.

The City's current 5-Year CIP is projected to deliver over $90 million in major public improvements. In order to continue timely completion of Capital Improvement Projects, staff is requesting a First Amendment to the Agreement to increase the not-to-exceed amount by $300,000 and extend the expiration date of the Agreement one year to October 6, 2017.

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
GEOSYNTEC CONSULTANTS, INC.

This First Amendment to the Agreement is entered into this 15th day of March, 2016 by and between the City of National City, a municipal corporation ("CITY"), and Geosyntec Consultants, Inc. (the "CONSULTANT").

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on October 7, 2014, ("the Agreement") through the adoption of City of National City Council Resolution No. 2014-142, wherein the CONSULTANT agreed to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, environmental engineering, site assessments, characterization and remediation, groundwater monitoring and reporting, and preparation of environmental studies in accordance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).

WHEREAS, the original Agreement had a not-to-exceed amount of $300,000; and

WHEREAS, the original Agreement is set to expire on October 6, 2016, with the option to extend for an additional period of up to one year, through October 6, 2017; and

WHEREAS, to continue timely completion of Capital Improvement Projects, the parties desire to increase the not-to-exceed amount by $300,000, for a total Agreement amount of $600,000; and

WHEREAS, the parties also desire to extend the expiration date of the Agreement one year to October 6, 2017.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement entered into on October 7, 2014 as follows:

1. Increase the not-to-exceed amount by $300,000, for a total Agreement amount of $600,000.

2. Extend the expiration date of the Agreement one year to October 6, 2017.

3. The parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated October 7, 2014, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

GEOSYNTEC CONSULTANTS, INC.

By: _____
Sam Williams, Vice President

By: _____
Theirry Sanglerat, Executive V.P.

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
City Attorney

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC., TO INCREASE THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY $300,000 AND EXTEND THE EXPIRATION DATE OF THE AGREEMENT ONE YEAR TO OCTOBER 6, 2017, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL ENGINEERING, SITE ASSESSMENTS, CHARACTERIZATION AND REMEDIATION, GROUNDWATER MONITORING AND REPORTING, AND PREPARATION OF ENVIRONMENTAL STUDIES IN ACCORDANCE WITH THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) AND CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, on October 7, 2014, per City Council Resolution No. 2014-142, the City of National City entered into an Agreement with Geosyntec Consultants, Inc., to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, environmental engineering, site assessments, characterization and remediation, groundwater monitoring and reporting, and preparation of environmental studies in accordance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA); and

WHEREAS, the Agreement was for a not-to-exceed amount of $300,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, to continue timely completion of Capital Improvement Projects, staff is requesting a First Amendment to the Agreement to increase the not-to-exceed amount by $300,000, for a total not to exceed amount of $600,000, and to extend the expiration date of the Agreement one year to October 6, 2017.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a First Amendment to the Agreement with Geosyntec Consultants, Inc., to increase the not to exceed amount by $300,000, for a total not to exceed amount of $600,000, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to environmental engineering, site assessments, characterization and remediation, groundwater monitoring and reporting, and preparation of environmental studies in accordance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).

BE IT FURTHER RESOLVED by the City Council that the term of the Agreement is extended for one year expiring October 6, 2017.

--- Signature Page to Follow---

Resolution No. 2016 –
March 15, 2016

PASSED and ADOPTED this 15th day of March, 2016.

_____
Ron Morrison, Mayor

ATTEST:

_____
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
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 First Amendment to the Agreement with STC Traffic, Inc. to increase the not-to-exceed amount of the Agreement by $900,000 and extend the expiration date of the

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with STC Traffic, Inc. to increase the not-to-exceed amount of the Agreement by $900,000 and extend the expiration date of the Agreement one year to April 14, 2017, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, architecture, land surveying, environmental compliance, assessment and remediation, geotechnical, soils and materials testing, traffic data collection, plan reviews, constructability reviews, and community outreach.

PREPARED BY: Stephen Manganiello **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4382 **APPROVED BY:**

EXPLANATION:

See attached.

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. **APPROVED:** MIS

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt resolution executing a First Amendment to the Agreement with STC Traffic, Inc.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

Explanation:

On April 15, 2014, per City Council Resolution No. 2014-50, the City of National City entered into an Agreement with STC Traffic, Inc. to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, architecture, land surveying, environmental compliance, assessment and remediation, geotechnical, soils and materials testing, traffic data collection, plan reviews, constructability reviews, and community outreach. The Agreement was 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.

The City's current 5-Year CIP is projected to deliver over $90 million in major public improvements. In order to continue timely completion of Capital Improvement Projects, staff is requesting a First Amendment to the Agreement to increase the not-to-exceed amount by $900,000 and extend the expiration date of the Agreement one year to April 14, 2017.

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
STC TRAFFIC, INC.

This First Amendment to the Agreement is entered into this 15th day of March, 2016 by and between the City of National City, a municipal corporation ("CITY"), and STC Traffic, Inc., formerly Stack Traffic Consulting, Inc. (the "CONSULTANT").

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on April 15, 2014, ("the Agreement") through the adoption of City of National City Council Resolution No. 2014-50, wherein the CONSULTANT agreed to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, architecture, land surveying, environmental compliance, assessment and remediation, geotechnical, soils and materials testing, traffic data collection, plan reviews, constructability reviews, and community outreach.

WHEREAS, the original Agreement had a not-to-exceed amount of $2,000,000; and

WHEREAS, the original Agreement is set to expire on April 14, 2016, with the option to extend for an additional period of up to one year, through April 14, 2017; and

WHEREAS, to continue timely completion of Capital Improvement Projects, the parties desire to increase the not-to-exceed amount by $900,000, for a total Agreement amount of $2,900,000; and

WHEREAS, the parties also desire to extend the expiration date of the Agreement one year to April 14, 2017.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement entered into on April 15, 2014 as follows:

1. Increase the not-to-exceed amount by $900,000, for a total Agreement amount of $2,900,000.

2. Extend the expiration date of the Agreement one year to April 14, 2017.

3. The parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated April 15, 2014, shall remain in full force and effect.

4. Amend firm name from Stack Traffic Consulting, Inc. to STC Traffic, Inc.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

STC TRAFFIC, INC.

By: _____
Jason Stack, President

By: _____
Morna Stack, CFO

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
City Attorney

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT WITH STC TRAFFIC, INC., TO INCREASE THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY $900,000 AND EXTEND THE EXPIRATION DATE OF THE AGREEMENT ONE YEAR TO APRIL 14, 2017, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM, INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, ENGINEERING AND CONTRACT MANAGEMENT, CONSTRUCTION MANAGEMENT AND INSPECTIONS, ARCHITECTURE, LAND SURVEYING, ENVIRONMENTAL COMPLIANCE, ASSESSMENT AND REMEDIATION, GEOTECHNICAL, SOILS AND MATERIALS TESTING, TRAFFIC DATA COLLECTION, PLAN REVIEWS, CONSTRUCTABILITY REVIEWS, AND COMMUNITY OUTREACH

WHEREAS, on April 15, 2014, the City Council adopted Resolution No. 2014-50, entering into an Agreement with STC Traffic, Inc., to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, architecture, land surveying, environmental compliance, assessment and remediation, geotechnical, soils and materials testing, traffic data collection, plan reviews, constructability reviews, and community outreach; and

WHEREAS, the Agreement was 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; and

WHEREAS, to continue timely completion of Capital Improvement Projects, staff is requesting a First Amendment to the Agreement to increase the not-to-exceed amount by $900,000, for a total not to exceed amount of $2,900,000, and to extend the expiration date of the Agreement one year to April 14, 2017.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a First Amendment to the Agreement with STC Traffic, Inc., to increase the not to exceed amount by $900,000, for a total not to exceed amount of $2,900,000, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, architecture, land surveying, environmental compliance, assessment and remediation, geotechnical, soils and materials testing, traffic data collection, plan reviews, constructability reviews, and community outreach.

BE IT FURTHER RESOLVED by the City Council that the term of the Agreement is extended for one year expiring April 14, 2017.

--- Signature Page to Follow---

Resolution No. 2016 –
March 15, 2016

PASSED and ADOPTED this 15th day of March, 2016.

_____
Ron Morrison, Mayor

ATTEST:

_____
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
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 Project Professionals Corporation to increase the not-to-exceed amount of the Agreement by $900,000 and extend the expirat

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **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 Project Professionals Corporation to increase the not-to-exceed amount of the Agreement by $900,000 and extend the expiration date of the Agreement one year to April 14, 2017, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, community outreach and communications, and support for public works contracts and/or disputes.

PREPARED BY: Stephen Manganiello **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4382 **APPROVED BY:**

EXPLANATION:

See attached.

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. **APPROVED:** MIS

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt resolution executing a Third Amendment to the Agreement with Project Professionals Corporation.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

Explanation:

On April 15, 2014, per City Council Resolution No. 2014-49, the City of National City entered into an Agreement with Project Professionals Corporation to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, community outreach and communications, and support for public works contracts and/or disputes. The Agreement is for a not-to-exceed amount of $1,500,000 and a term of two years, with the option to extend for an additional period of up to one year.

On February 3, 2015, per City Council Resolution No. 2015-13, the City Council authorized the Mayor to execute a First Amendment to the Agreement to increase the not-to-exceed amount by $900,000, for a total Agreement amount of $2,400,000.

On October 6, 2015, per City Council Resolution No. 2015-145, the City Council authorized the Mayor to execute a Second Amendment to the Agreement increasing the not-to-exceed amount by $900,000, for a total Agreement amount of $3,300,000.

The City's current 5-Year CIP is projected to deliver over $90 million in major public improvements. In order to continue timely completion of Capital Improvement Projects, staff is requesting a Third Amendment to the Agreement to increase the not-to-exceed amount by $900,000 and extend the expiration date of the Agreement one year to April 14, 2017.

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

THIRD AMENDMENT TO AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
PROJECT PROFESSIONALS CORPORATION

This Third Amendment to the Agreement is entered into this 15th day of March, 2016 by and between the City of National City, a municipal corporation ("CITY"), and Project Professionals Corporation (the "CONSULTANT").

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on April 15, 2014, ("the Agreement") through the adoption of City of National City Council Resolution No. 2014-49, wherein the CONSULTANT agreed to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, community outreach and communications, and support for public works contracts and/or disputes.

WHEREAS, the original Agreement had a not-to-exceed amount of $1,500,000; and

WHEREAS, the original Agreement is set to expire on April 14, 2016, with the option to extend for an additional period of up to one year, through April 14, 2017; and

WHEREAS, on February 3, 2015, the City Council adopted Resolution No. 2015-13, approving the First Amendment to the Agreement increasing the not-to-exceed amount by $900,000, for a total Agreement amount of $2,400,000; and

WHEREAS, on October 6, 2015, the City Council adopted Resolution No. 2015-145, approving the Second Amendment to the Agreement increasing the not-to-exceed amount by $900,000, for a total Agreement amount of $3,300,000; and

WHEREAS, to continue timely completion of Capital Improvement Projects, the parties desire to increase the not-to-exceed amount by $900,000, for a total Agreement amount of $4,200,000; and

WHEREAS, the parties also desire to extend the expiration date of the Agreement one year to April 14, 2017.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement entered into on April 15, 2014 as follows:

1. Increase the not-to-exceed amount by $900,000, for a total Agreement amount of $4,200,000.

2. Extend the expiration date of the Agreement one year to April 14, 2017.

3. The parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated April 15, 2014, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

PROJECT PROFESSIONALS CORPORATION

By: _____
Byron S. Wade, President/CEO

By: _____
Leanne Wade, CFO

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
City Attorney

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT WITH PROJECT PROFESSIONALS CORPORATION TO INCREASE THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY $900,000 AND EXTEND THE EXPIRATION DATE OF THE AGREEMENT ONE YEAR TO APRIL 14, 2017, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM, INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, ENGINEERING AND CONTRACT MANAGEMENT, CONSTRUCTION MANAGEMENT AND INSPECTIONS, PLAN REVIEWS, CONSTRUCTABILITY REVIEWS, COMMUNITY OUTREACH AND COMMUNICATIONS, AND SUPPORT FOR PUBLIC WORKS CONTRACTS AND/OR DISPUTES

WHEREAS, on April 15, 2014, the City Council adopted Resolution No. 2014-49, entering into an Agreement with Project Professionals Corporation to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, community outreach and communications, and support for public works contracts and/or disputes; and

WHEREAS, the Agreement was for a not-to-exceed amount of $1,500,000 and a term of two years, expiring on April 14, 2016, with the option of a one year extension; and

WHEREAS, on February 3, 2015, City Council adopted Resolution No. 2015-13, authorizing the Mayor to execute a First Amendment to the Agreement to increase the not-to-exceed amount by $900,000, for a total not to exceed amount of $2,400,000; and

WHEREAS, on October 6, 2015, per City Council Resolution No. 2015-145, the City Council authorized the Mayor to execute a Second Amendment to the Agreement increasing the not-to-exceed amount by $900,000, for a total Agreement amount of $3,300,000; and

WHEREAS, to continue timely completion of Capital Improvement Projects, staff is requesting a Third Amendment to the Agreement to increase the not-to-exceed amount by $900,000, for a total not to exceed amount of $4,200,000, and to extend the expiration date of the Agreement one year to April 14, 2017.

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 Project Professionals Corporation to increase the not to exceed amount by $900,000, for a total not to exceed amount of $4,200,000, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, community outreach and communications, and support for public works contracts and/or dispute.

BE IT FURTHER RESOLVED by the City Council that the term of the Agreement is extended for one year expiring April 14, 2017.

--- Signature Page to Follow---

PASSED and ADOPTED this 15th day of March, 2016.

_____
Ron Morrison, Mayor

ATTEST:

_____
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
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 Kimley-Horn and Associates, Inc. to increase the not-to-exceed amount of the Agreement by $900,000 and extend the expirat

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016

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 Kimley-Horn and Associates, Inc. to increase the not-to-exceed amount of the Agreement by $900,000 and extend the expiration date of the Agreement one year to April 14, 2017, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, architecture, land surveying, environmental compliance, assessment and remediation, geotechnical, soils and materials testing, plan reviews, constructability reviews, and community outreach.

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4382

APPROVED BY:

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: Finance

ACCOUNT NO.

APPROVED: MIS

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt resolution executing a Second Amendment to the Agreement with Kimley-Horn and Associates, Inc.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

Explanation:

On April 15, 2014, per City Council Resolution No. 2014-48, the City of National City entered into an agreement with Kimley-Horn and Associates, Inc. to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, architecture, land surveying, environmental compliance, assessment and remediation, geotechnical, soils and materials testing, plan reviews, constructability reviews, and community outreach. The Agreement was 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 June 2, 2015, per City Council Resolution No. 2015-81, the City Council authorized the Mayor to execute a First Amendment to the Agreement to increase the not-to-exceed amount by $900,000, for a total Agreement amount of $2,900,000.

The City's current 5-Year CIP is projected to deliver over $90 million in major public improvements. In order to continue timely completion of Capital Improvement Projects, staff is requesting a Second Amendment to the Agreement to increase the not-to-exceed amount by $900,000 and extend the expiration date of the Agreement one year to April 14, 2017.

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
KIMLEY-HORN & ASSOCIATES, INC.

This Second Amendment to the Agreement is entered into this 15th day of March, 2016 by and between the City of National City, a municipal corporation ("CITY"), and Kimley-Horn & Associates, Inc. (the "CONSULTANT").

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on April 15, 2014, ("the Agreement") through the adoption of City of National City Council Resolution No. 2014-48, wherein the CONSULTANT agreed to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, architecture, land surveying, environmental compliance, assessment and remediation, geotechnical, soils and materials testing, plan reviews, constructability reviews, and community outreach.

WHEREAS, the original Agreement had a not-to-exceed amount of $2,000,000; and

WHEREAS, the original Agreement is set to expire on April 14, 2016, with the option to extend for an additional period of up to one year, through April 14, 2017; and

WHEREAS, on June 2, 2015, the City Council adopted Resolution No. 2015-81, approving the First Amendment to the Agreement increasing the not-to-exceed amount by $900,000, for a total Agreement amount of $2,900,000; and

WHEREAS, to continue timely completion of Capital Improvement Projects, the parties desire to increase the not-to-exceed amount by $900,000, for a total Agreement amount of $3,800,000; and

WHEREAS, the parties also desire to extend the expiration date of the Agreement one year to April 14, 2017.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement entered into on April 15, 2014 as follows:

1. Increase the not-to-exceed amount by $900,000, for a total Agreement amount of $3,800,000.

2. Extend the expiration date of the Agreement one year to April 14, 2017.

3. The parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated April 15, 2014, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

KIMLEY-HORN & ASSOCIATES, INC.

By: _____
Dennis Landaal, Sr. Vice President

By: _____
Mathew Capuzzi, Assistant Secretary

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
City Attorney

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO INCREASE THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY $900,000 AND EXTEND THE EXPIRATION DATE OF THE AGREEMENT ONE YEAR TO APRIL 14, 2017, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM, INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, ENGINEERING AND CONTRACT MANAGEMENT, ARCHITECTURE, LAND SURVEYING, ENVIRONMENTAL COMPLIANCE, ASSESSMENT AND REMEDIATION, GEOTECHNICAL, SOILS AND MATERIALS TESTING, PLAN REVIEWS, CONSTRUCTABILITY REVIEWS, AND COMMUNITY OUTREACH

WHEREAS, on April 15, 2014, the City Council adopted Resolution No. 2014-48 entering into an Agreement with Kimley-Horn and Associates, Inc., for on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, architecture, land surveying, environmental compliance, assessment and remediation, geotechnical, soils and materials testing, plan reviews, constructability reviews, and community outreach; and

WHEREAS, the Agreement was for a not-to-exceed amount of $2,000,000 and a term of two years, with the option to extend; and

WHEREAS, on June 2, 2015, per City Council Resolution No. 2015-81, the City Council authorized the Mayor to execute a First Amendment to the Agreement to increase the not-to-exceed amount by $900,000, for a total Agreement amount of $2,900,000; and

WHEREAS, to continue timely completion of Capital Improvement Projects, staff is requesting a Second Amendment to the Agreement to increase the not-to-exceed amount by $900,000, for a total not to exceed amount of $3,800,000, and to extend the expiration date of the Agreement one year to April 14, 2017.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the Second Amendment to the Agreement with Kimley-Horn & Associates, Inc., to increase the not to exceed amount by $900,000, for a total not to exceed amount of $3,800,000, for on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, architecture, land surveying, environmental compliance, assessment and remediation, geotechnical, soils and materials testing, plan reviews, constructability reviews, and community outreach. The Second Amendment to the Agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED by the City Council that the term of the Agreement is extended for one year expiring April 14, 2017.

--- Signature Page to Follow---

Resolution No. 2016 –
March 15, 2016

PASSED and ADOPTED this 15th day of March, 2016.

_____
Ron Morrison, Mayor

ATTEST:

_____
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
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 First Amendment to the Agreement with Innovative Construction Consulting Services (ICCS) to increase the not-to-exceed amount of the Agreement by $900,000 and e

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Innovative Construction Consulting Services (ICCS) to increase the not-to-exceed amount of the Agreement by $900,000 and extend the expiration date of the Agreement one year to April 14, 2017, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, and community outreach.

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4382

APPROVED BY:

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: Finance

ACCOUNT NO.

APPROVED: MIS

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt the Resolution executing a First Amendment to the Agreement with ICCS.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

Explanation:

On April 15, 2014, per City Council Resolution No. 2014-47, the City of National City entered into an Agreement with Innovative Construction Consulting Services to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, and community outreach. The Agreement was 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.

The City's current 5-Year CIP is projected to deliver over $90 million in major public improvements. In order to continue timely completion of Capital Improvement Projects, staff is requesting a First Amendment to the Agreement to increase the not-to-exceed amount by $900,000 and extend the expiration date of the Agreement one year to April 14, 2017.

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
INNOVATIVE CONSTRUCTION
CONSULTING SERVICES

This First Amendment to the Agreement is entered into this 15th day of March, 2016 by and between the City of National City, a municipal corporation ("CITY"), and Innovative Construction Consulting Services, a sole proprietorship (the "CONSULTANT").

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on April 15, 2014, ("the Agreement") through the adoption of City of National City Council Resolution No. 2014-47, wherein the CONSULTANT agreed to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, and community outreach.

WHEREAS, the original Agreement had a not-to-exceed amount of $1,000,000; and

WHEREAS, the original Agreement is set to expire on April 14, 2016, with the option to extend for an additional period of up to one year, through April 14, 2017; and

WHEREAS, to continue timely completion of Capital Improvement Projects, the parties desire to increase the not-to-exceed amount by $900,000, for a total Agreement amount of $1,900,000; and

WHEREAS, the parties also desire to extend the expiration date of the Agreement one year to April 14, 2017.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement entered into on April 15, 2014 as follows:

1. Increase the not-to-exceed amount by $900,000, for a total Agreement amount of $1,900,000.

2. Extend the expiration date of the Agreement one year to April 14, 2017.

3. The parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated April 15, 2014, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

INNOVATIVE CONSTRUCTION CONSULTING SERVICES

By: _____
Sean E. Gill, Owner

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
City Attorney

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH INNOVATIVE CONSTRUCTION CONSULTING SERVICES TO INCREASE THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY $900,000, AND EXTEND THE EXPIRATION DATE OF THE AGREEMENT ONE YEAR TO APRIL 14, 2017, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM, INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, ENGINEERING AND CONTRACT MANAGEMENT, CONSTRUCTION MANAGEMENT AND INSPECTIONS, PLAN REVIEWS, CONSTRUCTABILITY REVIEWS, AND COMMUNITY OUTREACH

WHEREAS, on April 15, 2014, the City Council adopted Resolution No. 2014-47, entering into an Agreement with Innovative Construction Consulting Services to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, and community outreach; and

WHEREAS, the Agreement was 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; and

WHEREAS, to continue timely completion of Capital Improvement Projects, staff is requesting a First Amendment to the Agreement to increase the not-to-exceed amount by $900,000, for a total not to exceed amount of $1,900,000, and to extend the expiration date of the Agreement one year to April 14, 2017.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a First Amendment to the Agreement with Innovative Construction Consulting Services to increase the not to exceed amount by $900,000, for a total not to exceed amount of $1,900,000, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, plan reviews, constructability reviews, and community outreach.

BE IT FURTHER RESOLVED by the City Council that the term of the Agreement is extended for one year expiring April 14, 2017.

PASSED and ADOPTED this 15th day of March, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
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 First Amendment to the Agreement with D-Max Engineering, Inc. to increase the not-to-exceed amount of the Agreement by $500,000 and extend the expiration date o

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with D-Max Engineering, Inc. to increase the not-to-exceed amount of the Agreement by $500,000 and extend the expiration date of the Agreement one year to April 14, 2017, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, environmental planning, compliance and assessments, plan reviews, constructability reviews, and community outreach.

PREPARED BY: Stephen Manganielio

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4382

APPROVED BY:

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: Finance

ACCOUNT NO.

APPROVED: MIS

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt resolution executing a First Amendment to the Agreement with D-Max Engineering, Inc.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

Explanation:

On April 15, 2014, per City Council Resolution No. 2014-46, the City of National City entered into an Agreement with D-Max Engineering, Inc. to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, environmental planning, compliance and assessments, plan reviews, constructability reviews, and community outreach. The Agreement was 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.

The City's current 5-Year CIP is projected to deliver over $90 million in major public improvements. In order to continue timely completion of Capital Improvement Projects, staff is requesting a First Amendment to the Agreement to increase the not-to-exceed amount by $500,000 and extend the expiration date of the Agreement one year to April 14, 2017.

Funds are appropriated in various CIP accounts for FY 2016. Staff anticipates seeking dedicated funding for this Agreement for FY 2017 through the FY 2017 annual budget process.

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

This First Amendment to the Agreement is entered into this 15th day of March, 2016 by and between the City of National City, a municipal corporation ("CITY"), and D-Max Engineering, Inc. (the "CONSULTANT").

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on April 15, 2014, ("the Agreement") through the adoption of City of National City Council Resolution No. 2014-46, wherein the CONSULTANT agreed to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, environmental planning, compliance and assessments, plan reviews, constructability reviews, and community outreach.

WHEREAS, the original Agreement had a not-to-exceed amount of $1,000,000; and

WHEREAS, the original Agreement is set to expire on April 14, 2016, with the option to extend for an additional period of up to one year, through April 14, 2017; and

WHEREAS, to continue timely completion of Capital Improvement Projects, the parties desire to increase the not-to-exceed amount by $500,000, for a total Agreement amount of $1,500,000; and

WHEREAS, the parties also desire to extend the expiration date of the Agreement one year to April 14, 2017.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement entered into on April 15, 2014 as follows:

1. Increase the not-to-exceed amount by $500,000, for a total Agreement amount of $1,500,000.

2. Extend the expiration date of the Agreement one year to April 14, 2017.

3. The parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated April 15, 2014, shall remain in full force and effect.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

D-MAX ENGINEERING, INC.

By: _____
Arsalan Dadkhah, President

By: _____
John Quenzer, Secretary

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
City Attorney

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH D-MAX ENGINEERING, INC., TO INCREASE THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY $500,000 AND EXTEND THE EXPIRATION DATE OF THE AGREEMENT ONE YEAR TO APRIL 14, 2017, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM, INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT, ENGINEERING AND CONTRACT MANAGEMENT, CONSTRUCTION MANAGEMENT AND INSPECTIONS, ENVIRONMENTAL PLANNING, COMPLIANCE AND ASSESSMENTS, PLAN REVIEWS, CONSTRUCTABILITY REVIEWS, AND COMMUNITY OUTREACH

WHEREAS, On April 15, 2014, per City Council Resolution No. 2014-46, the City of National City entered into an Agreement with D-Max Engineering, Inc., to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, environmental planning, compliance and assessments, plan reviews, constructability reviews, and community outreach; and

WHEREAS, the Agreement was 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; and

WHEREAS, to continue timely completion of Capital Improvement Projects, staff is requesting a First Amendment to the Agreement to increase the not-to-exceed amount by $500,000, for a total not to exceed amount of $1,500,000, and to extend the expiration date of the Agreement one year to April 14, 2017.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a First Amendment to the Agreement with D-Max Engineering, Inc., to increase the not to exceed amount by $500,000, for a total not to exceed amount of $1,500,000, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, project management, engineering and contract management, construction management and inspections, environmental planning, compliance and assessments, plan reviews, constructability reviews, and community outreach.

BE IT FURTHER RESOLVED by the City Council that the term of the Agreement is extended for one year expiring April 14, 2017.

--- Signature Page to Follow---

Resolution No. 2016 –
March 15, 2016

PASSED and ADOPTED this 15th day of March, 2016.

_____
Ron Morrison, Mayor

ATTEST:

_____
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva

City Attorney

The following page(s) contain the backup material for Agenda Item: 2015 Annual Progress Report on the implementation of the Housing Element of the General Plan. State law requires the City to submit an annual progress report on the implementation of the General Plan Housing Element to the Governor's Office of Planning a

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

2015 Annual Progress Report on the implementation of the Housing Element of the General Plan. State law requires the City to submit an annual progress report on the implementation of the General Plan Housing Element to the Governor's Office of Planning and Research and the Department of Housing and Community Development. (Planning)

PREPARED BY: Raymond Pe, Principal Planner **DEPARTMENT:** Planning Division

PHONE: 336-4421 **APPROVED BY:**

EXPLANATION:

State law requires the City to submit an annual progress report on the implementation of the General Plan Housing Element to the Governor's Office of Planning and Research and the Department of Housing and Community Development (HCD). The annual report provides information on the progress of the City in meeting the City's share of the Regional Housing Needs Assessment (RHNA) for San Diego County as adopted by the San Diego Association of Governments (SANDAG).

FINANCIAL STATEMENT: **APPROVED:** _____ **Finance**

ACCOUNT NO. Not Applicable **APPROVED:** _____ **MIS**

ENVIRONMENTAL REVIEW:

No further action is required under the California Environmental Quality Act since the action, as defined by CEQA, is not considered a project that has the potential to result in either a direct or indirect physical change in the environment.

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

STAFF RECOMMENDATION:

Accept and file the report.

BOARD / COMMISSION RECOMMENDATION:

Not Applicable

ATTACHMENTS:

1. Annual Progress Report.

Department of Housing and Community Development

ANNUAL HOUSING ELEMENT PROGRESS REPORT

City or County Name: _____

Mailing Address: _____

_____

Contact Person: _____ Title: _____

Phone: _____ FAX: _____ E-mail: _____

Reporting Period by Calendar Year: from _____ to _____

These forms and tables, (see sample – next page) must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1, of each year for the prior calendar year; submit separate reports directly to both HCD and OPR (Government Code Section 65400) at the addresses listed below:

Department of Housing and Community Development
Division of Housing Policy Development
P.O. Box 952053
Sacramento, CA 94252-2053

-and-

Governor's Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

City of National City
Housing Element Annual Progress Report
January 1 – December 31
2015

The Annual Progress Report consists of the following tables in accordance with California Housing and Community Development reporting requirements.

Table A – Annual Building Activity Report Summary
Very Low-, Low-, and Mixed-Income Multifamily Projects
New Construction Permits Issued

Table A2 – Annual Building Activity Report Summary
Units Rehabilitated, Preserved, and Acquired
Pursuant to Government Code Section 65583.1(c)(1)

Table A3 – Annual Building Activity Report Summary
Moderate and Above Moderate-Income Units
Not included in Table A
New Construction Permits Issued

Table B – Regional Housing Needs Allocation Progress
Permits Issued

Table C – Housing Element Program Implementation Status

Table A
Annual Building Activity Report Summary
Very Low-, Low-, and Mixed-Income Multifamily Projects
New Construction Permits Issued in 2015

Project APN, name, or address	Unit Category	R=Renter O=Owner	Affordability by Household Incomes (Units)				Total Units	Infill Units	Assistance Programs	Deed Restrictions	Affordable without assistance or restrictions (Attach explanation)
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income					
N/A											
N/A											
N/A											
N/A											
N/A											
N/A											
N/A											
N/A											
Total Moderate and Above Moderate from Table A3					0	143	143	143			
Total by income Table A/A3			0	0	0	143	143	143			
Total Extremely Low-Income (optional)			0								

Table A2
Annual Building Activity Report Summary
Units Rehabilitated, Preserved, and Acquired in 2015
Pursuant to Government Code Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				Document compliance with Government Code Section 65583.1(c)(1)
	Extremely Low-Income	Very Low-Income	Low-Income	TOTAL UNITS	
Rehabilitation				N/A	
Preservation of Units At-Risk				N/A	
Acquisition				N/A	
Total Units				N/A	

Table A3
Annual Building Activity Report Summary
Moderate and Above Moderate-Income Units Not included in Table A
New Construction Permits Issued in 2015

Household Income	Single Family	2 - 4 Units	5+ Units	Second Unit	Mobile Homes	Total	Infill Units
Moderate-Income							
Above Moderate-Income	9		134			143	143

Table B
Regional Housing Needs Allocation Progress
Permits Issued by Year

Calendar Year			2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total to Date	Remaining RHNA
Income Level		RHNA Allocation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11		
Extremely Low and Very Low	Deed Restricted	465													465
	Non-Restricted														
Low	Deed Restricted	353	8				108							116	237
	Non-Restricted														
Moderate	Deed Restricted	327													327
	Non-Restricted														
Above Moderate		718	23	3	9	32	17	143						227	491
Total RHNA Allocation		1,863													
Total Permitted			31	3	9	32	125	143						343	
Total Remaining RHNA Need															1,650

Table C
Housing Element Program Implementation Status

Program	Objective	Schedule	Status
1. Rental Rehabilitation Program.	Rehabilitate an average of 10 units per year.	Rehabilitate an average of ten units per year for a total of 80 units during the eight-year planning cycle.	No rental units rehabilitated during the calendar year.
2. Ownership Housing Rehabilitation Program.	Rehabilitate an average of five units per year.	Rehabilitate an average of five units per year for a total of 40 units during the eight-year planning cycle.	Seven single-family units rehabilitated during the calendar year.
3. Code Enforcement Program.	Abate an average of 250 cases per year.	Abate an average of 250 cases per year for a total of 2,000 cases during the eight-year planning cycle.	An average of over 250 housing-related code violations abated annually.
4. Housing Inspection Program	Inspect an average of 128 units per year.	Inspect an average of 128 units per year for a total of 1,024 units during the eight-year planning cycle.	84 housing units were inspected.
5. At-Risk Housing Program.	Conserve the affordability of 795 housing units at risk of converting to market rate.	Monitor status of at-risk units annually during the eight-year planning cycle.	No at-risk units converted to market rate during the calendar year.
6. Housing Choice Voucher (Section 8) Rental Assistance Program.	Maintain 911 units of project-based housing and 1,123 tenant-based vouchers.	Monitor annually during the eight-year planning cycle.	Continued to maintain 911 project-based and 1,123 tenant-based vouchers.
7. Tenant Relocation Program.	Relocate any tenants displaced due to code enforcement.	Continue to offer the program during the eight-year planning cycle.	No tenants were permanently displaced during the calendar year. Eight families were temporarily relocated.
8. Housing Stock Conditions Program.	Estimate of the number of dwelling units in need of repair or replacement.	Conduct survey annually during the eight-year planning cycle.	The last survey was conducted in 2010.
9. Clean-up Events Program.	Conduct an average of four events per year.	Conduct an average of four events annually for a total of 32 events during the eight-year planning cycle.	There were three clean-up events during the calendar year.
10. Developer Information Program.	Update and maintain informational materials as policies, standards, guidelines, and ordinances are amended or adopted.	Update as policies, standards, guidelines, and ordinances are amended or adopted during the eight-year planning cycle.	Ongoing updates as polices are amended or adopted.
11. GIS Database Program.	Update database as new information becomes available in a compatible format.	Monitor data sources and update upon availability during the eight-year planning cycle.	Ongoing updates to database as needed and as available.

Program	Objective	Schedule	Status
12. Community Housing Development Organizations Program.	Identify and fund CHDOs to pursue affordable housing projects and programs.	Conduct outreach annually as part of the budget process and as funding sources become available during the eight-year planning cycle.	Ongoing through the annual budget adoption process at public workshops and hearings.
13. New Construction Program.	Production of housing units to meet the RHNA allocation.	Conduct outreach annually as part of the budget and CIP process and as funding sources become available during the eight-year planning cycle.	Permits for 143 units were issued during the calendar year.
14. Construction Assistance Program.	Development community awareness of available housing programs.	Conduct outreach annually as part of the budget and CIP process and as funding sources become available during the eight-year planning cycle.	Ongoing through the annual budget and CIP adoption process at public workshops and hearings.
15. Production Priorities Program.	Communicate housing policy objectives to prospective developers and encourage and facilitate projects that implement Housing Element policies.	Ongoing as part of the pre-application and consultation process during the eight-year planning cycle.	Ongoing outreach to communicate policy objectives to prospective developers.
16. Housing Element Annual Report.	Submit report to Department of Housing and Community Development prior to the statutory deadline.	Prepare and submit annually pursuant to statute during the eight-year planning cycle.	The annual progress report was prepared and submitted for the prior calendar year.
17. Design Guidelines Program.	Improvement in the quality of design in construction through the implementation of design guidelines.	Ongoing as part of the pre-application and consultation process during the eight-year planning cycle.	Ongoing implementation during the project consultation and entitlement process.
18. Fair Housing Requirements Program.	Implement actions to address fair housing issues through CDBG and HOME activities.	Update AI in conjunction with Consolidated Plan updates and implement on ongoing basis during the eight-year planning cycle.	Fair Housing Action Plan updated and incorporated into Consolidated Annual Performance and Evaluation Report.
19. Fair Housing Organizations.	Fair housing practices and informed housing consumers and suppliers.	Conduct outreach annually as part of the budget and CIP process and as funding sources become available during the eight-year planning cycle.	Ongoing fair housing services are provided by CSA San Diego County.
20. Fair Housing Training Program.	In new projects of 10 or more units, training of staff in fair housing administration.	Refer to contracted providers prior to occupancy of new projects during the eight-year planning cycle.	Ongoing fair housing services are provided by CSA San Diego County.
21. State Energy Conservation Program.	Achieve State energy conservation standards for housing.	Conduct on an ongoing basis as part of the development review, permitting, and enforcement processes during the eight-year planning cycle.	Ongoing implementation during the project consultation and entitlement process.

Program	Objective	Schedule	Status
22. Community Land Trust (CLT) Program.	Allow the establishment of community land trusts as needed.	Conduct outreach annually as part of the budget and CIP process and as funding sources become available during the eight-year planning cycle.	In 2013, the Housing Element was updated to allow community land trusts. No CLTs were established during the calendar year.
23. Extremely-Low Income Housing Program.	Production of 233 units of housing affordable to extremely-low income households.	Conduct outreach annually as part of the budget and CIP process and as funding sources become available during the eight-year planning cycle.	No extremely-low income units were produced during the calendar year.
24. Land Use Code Monitoring Program.	Implementation of the General Plan, including Housing Element policies.	Monitor and report annually as part of the General Plan Annual Progress Report during the eight-year planning cycle.	The annual progress report was prepared and submitted for the prior calendar year.

-- END OF REPORT –

The following page(s) contain the backup material for Agenda Item: Warrant Register #32 for the period of 02/03/16 through 02/09/16 in the amount of $2,178,131.88. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016

AGENDA ITEM NO.

ITEM TITLE:

Warrant Register #32 for the period of 02/03/16 through 02/09/16 in the amount of $2,178,131.88. (Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY:

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 02/03/16 through 02/09/16.

Consistent with Department of Finance practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
City of San Diego	321831	1,296,948.00	Treatment and Transportation of Sewer
Kimley Horn and Assoc	321854	90,720.98	18th St Ped. Project
New Century Construction	321872	183,009.79	D Ave and 12th St Project
Portillo Concrete Inc	321882	145,150.39	Highland Avenue Project
Western Rim Constructors	321913	199,306.10	Kimball & El Toyon Projects

FINANCIAL STATEMENT:

APPROVED: Finance

ACCOUNT NO.

APPROVED: MIS

Reimbursement total $2,178,131.88

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Ratification of warrants in the amount of $2,178,131.88

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #32

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

WARRANT REGISTER #32
2/9/2016

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ABNEY, P	REIMB: CHEMICAL IMMOBILIZATION / PD	321814	2/9/16	202.93
ACE UNIFORMS & ACCESSORIES INC	STREAMLIGHT PRO TAC FLASHLIGHTS	321815	2/9/16	70.18
ADAMSON INDUSTRIES CORP	FIRST AID DUFFEL WITH LOGO / PD	321816	2/9/16	1,847.50
AIRGAS WEST	MOP#45714 WEARING APPAREL	321817	2/9/16	57.93
ALDEMCO	CONSUMABLES- NUTRITION CENTER	321818	2/9/16	1,054.37
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	321819	2/9/16	266.94
AT&T	PHONE SERVICES / 12/13/15 - 1/12/16	321820	2/9/16	7,361.56
AT&T MOBILITY	WIRELESS SERVICE / 12/6/15 - 1/5/16	321821	2/9/16	400.51
BEST BEST & KRIEGER ATTNY LAW	LEGAL / REGIONAL PERMIT PETITION	321822	2/9/16	601.00
BOOT WORLD	MOP#64096 WEARING APPAREL	321823	2/9/16	366.62
BULLEX INC	SMOKE LIQUID (20 LITER) / FIRE	321824	2/9/16	266.36
BURKE WILLIAMS & SORENSEN LLP	LEGAL / NEGOTIATIONS	321825	2/9/16	1,475.00
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 CONTRACT SERVICES	321826	2/9/16	187.50
CA HOMICIDE INVESTIGATION SVCS	TUITION: 47TH ANNUAL CONFERENCE / PD	321827	2/9/16	300.00
CANON SOLUTIONS AMERICA INC	PW300 TONER KIT	321828	2/9/16	241.97
CAPPO INC	MEMBERSHIP RENEWAL / FINANCE	321829	2/9/16	130.00
CITY OF LEMON GROVE	LIABILITY CLAIM COSTS	321830	2/9/16	3,741.08
CITY OF SAN DIEGO	TREATMENT AND TRANSPORTATION OF SEWER	321831	2/9/16	1,296,948.00
CLAIMS MANAGEMENT ASSOCIATES	LIABILITY AND RISK SERVICES / DEC 2015	321832	2/9/16	9,713.80
COX COMMUNICATIONS	INTERNET SERVICE / JAN 2016	321833	2/9/16	82.65
CYNTHIA TITGEN CONSULTING INC	RISK MANAGMENT CONSULTANT SVCS	321834	2/9/16	2,400.00
D MAX ENGINEERING INC	PARADISE CREEK HOUSING PROJECT	321835	2/9/16	327.50
DAVID HAYDEN CONSTRUCTION	REFUND; PERMIT #73881, TILLY'S	321836	2/9/16	2,275.00
DAY WIRELESS SYSTEMS	ANTENNA 1/4 WAVE / FIRE	321837	2/9/16	15.12
DENTONS US LLP	LIABILITY CLAIM COSTS	321838	2/9/16	9,940.00
D-MAX ENGINEERING	STORMWATER SERVICES	321839	2/9/16	118.16
DOOLEY ENTERPRISES	JACKETED HOLLOW POINT / POLICE	321840	2/9/16	6,698.92
DSS CORPORATION	S/A RECORDER IN FIELD UPGRADES	321841	2/9/16	6,005.90
EDD	UNEMPLOYMENT INS BENEFIT	321842	2/9/16	8,135.00
EXPERIAN	CREDIT CHECKS/INVESTIGATIONS- PD	321843	2/9/16	27.24
FERGUSON ENTERPRISES INC	MOP#45723 TOOLS / PW	321844	2/9/16	385.47
FIRE ETC	DRAGON FIRE ALPHA X GLOVES / FIRE	321845	2/9/16	354.25
GHA TECHNOLOGIES	ARCSERVE D2D - WINDOWS VM PROTECTION	321846	2/9/16	6,665.40
GONZALES, R	REIMB: CRIME SCENE INVESTIGATION / PD	321847	2/9/16	164.63
GRAINGER	MOP#65179 BUILDING SUPPLIES	321848	2/9/16	1,153.06
GRANICUS INC	MONTHLY MANAGED SERVICES	321849	2/9/16	2,954.70
HEALTH AND HUMAN	EMP ASSISTANCE PROGRAM / MAY 2016	321850	2/9/16	801.92
HUDSON SAFE T LITE RENTALS	ECONOBUSTER SIGN STAND / PW	321851	2/9/16	2,921.20
INNOVATIVE CONSTRUCTION	KIMBALL PARK IMPROV PROJECT	321852	2/9/16	35,013.25
KAISER FOUNDATION HEALTH PLANS	RETIREES INS - FEB 2016	321853	2/9/16	22,289.94
KIMLEY HORN AND ASSOC INC	18TH ST PED. PROJECT	321854	2/9/16	90,720.98
L B CIVIL CONSTRUCTION INC	A AVENUE GREEN STREET PROJECT	321855	2/9/16	10,391.15
LANGUAGE LINE SERVICES	LANGUAGE LINE INTERPRETATION SERVICES	321856	2/9/16	43.57
LASER SAVER INC	MOP 45725 INK CARTRIDGE / NSD	321857	2/9/16	118.75
LATTMAN, D	REFUND: HEALTH INSURANCE	321858	2/9/16	355.08
LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES SAN DIEGO DIVISION	321859	2/9/16	1,500.00
LOPEZ, T	TRANSLATION & INTERPRETATION SERVICES	321860	2/9/16	140.00
LUJAN JR, T	REIMB: DMV CLASS B LICENSE	321861	2/9/16	71.00
LUTH AND TURLEY INC.	LIABILITY CLAIM	321862	2/9/16	744.01

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

WARRANT REGISTER #32
2/9/2016

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
MASON'S SAW	MOP#45729 SUPPLIES / PARKS	321863	2/9/16	149.19
MEHER DER OHANESSIAN	REFUND: DEMOLITION DEPOSIT	321864	2/9/16	8,853.45
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 PARTS / PW	321865	2/9/16	13.91
METRO FIRE & SAFETY	WATER PRESSURE RECHARGE / FIRE	321866	2/9/16	294.45
MEYERS NAVE	LABOR RELATIONS/NEG SVCS	321867	2/9/16	7,953.00
MUNICIPAL CODE CORPORATION	ANNUAL WEB HOSTING / MIS	321868	2/9/16	900.00
MUNICIPAL CODE CORPORATION	SALES TAX ON INVOICE / MIS	321869	2/9/16	22.50
NATIONAL CITY CAR WASH	MOP#72454 AUTO EQUIPMENT / PW	321870	2/9/16	225.00
NATIONAL CITY TROPHY	MOP#66556 MATERIALS / PW	321871	2/9/16	17.28
NEW CENTURY CONSTRUCTION INC	D AVE. AND 12TH ST PROJECT	321872	2/9/16	183,009.79
OLIVERIA, H	REIMB: HCV FINANCIAL MGMNT TRAINING / SEC 8	321873	2/9/16	1,325.46
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS / PW	321874	2/9/16	26.40
PACIFIC TELEMANAGEMENT SERVICE	PAYPHONE SERVICES / JAN 2016	321875	2/9/16	456.00
PDR	PRODUCT- USPS BOUND PRINTER MATTER	321876	2/9/16	65.35
PEACE OFFICERS RESEARCH	PORAC - INS/WORKERS COMP / PD	321877	2/9/16	110.00
PENA VELOZ, J	REIMB: DMV CLASS B LICENSE	321878	2/9/16	73.00
PENSKE FORD	MOP#49078 AUTO PARTS	321879	2/9/16	48.02
PEREZ, C	REIMB: DMV CLASS B LICENSE	321880	2/9/16	73.00
PERRY FORD	R & M CITY VEHICLES / PW	321881	2/9/16	815.05
PORTILLO CONCRETE INC	HIGHLAND AVENUE PROJECT	321882	2/9/16	145,150.39
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS	321883	2/9/16	147.21
PRO BUILD	MOP#45707 MATERIALS / PW	321884	2/9/16	3,003.83
PROFORCE LAW ENFORCEMENT	BLK CLASS III KASER/DATAPORT DOWNLOAD	321885	2/9/16	10,007.88
PRUDENTIAL OVERALL SUPPLY	MOP 45742. LAUNDRY SERVICES / SEWER	321886	2/9/16	1,447.35
REGIONAL TRAINING CENTER	BUSINESS WRITING TRAINING	321887	2/9/16	4,560.00
RON BAKER CHEVROLET	MOP# 45751 AUTO PARTS	321888	2/9/16	209.83
S D COUNTY SHERIFF'S DEPT	SDCO RANGE USE / POLICE	321889	2/9/16	1,600.00
SAFDIE RABINES ARCHITECTS	AQUATIC CENTER PROJECT	321890	2/9/16	13,340.09
SAN DIEGO MIRAMAR COLLEGE	TUITION: 105TH REGIONAL ACADEMY / PD	321891	2/9/16	207.00
SANCHEZ, E	REIMB: FIRE INSPECTOR 2B TRAINING	321892	2/9/16	223.20
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	321893	2/9/16	1,496.88
SITEONE LANDSCAPE SUPPLY LLC	MOP# 69277 HORTICULTURAL ITEMS	321894	2/9/16	494.80
SMART & FINAL	MOP# 45756 MISC SUPPLIES/COMM SVC	321895	2/9/16	100.31
SOUTHERN CALIF TRUCK STOP	MOP# 45758 OIL AND LUBRICANTS / PW	321896	2/9/16	388.81
SOUTHERN CALIFORNIA SOIL	EL TOYON AND KIMBALL PROJECT	321897	2/9/16	5,857.00
SPARKLETTS	WATER - COUNCIL	321898	2/9/16	12.00
STARTECH COMPUTERS	MOP 61744 MISC SUPPLIES / MIS	321899	2/9/16	232.02
STATE OF CALIFORNIA	HAZARDOUS WASTE GENERATOR PERMIT	321900	2/9/16	849.20
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	321901	2/9/16	1,677.01
T MAN TRAFFIC SUPPLY	MOP#76666 TRAFFIC SUPPLIES	321902	2/9/16	471.15
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICES	321903	2/9/16	800.00
THE RESCUE SOURCE	THROWBAG-RS PRO LARGE-EMPTY / FIRE	321904	2/9/16	156.90
THOMSON REUTERS WEST	ON-LINE LEGAL RESEARCH	321905	2/9/16	1,711.86
TOPECO PRODUCTS	MOP#63849 AUTO PARTS / PW	321906	2/9/16	21.15
U S BANK	CREDIT CARD EXPENSES - FIRE	321907	2/9/16	2,090.90
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICALS	321908	2/9/16	350.00
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO PARTS	321909	2/9/16	265.78
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 PLUMBING MATERIALS	321910	2/9/16	316.47
VERIZON WIRELESS	CELLULAR SERV 1/21/16	321911	2/9/16	9,965.52

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

WARRANT REGISTER #32
2/9/2016

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
WEST PAYMENT CENTER	CLEAR INVESTIGATIVE DATABASES	321912	2/9/16	473.49
WESTERN RIM CONSTRUCTORS INC	KIMBALL & EL TOYON PROJECTS	321913	2/9/16	199,306.10
WESTFLEX INDUSTRIAL	MOP#63850 AUTO PARTS / PW	321914	2/9/16	326.38
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISC SUPPLIES / MIS	321915	2/9/16	240.85
ZEFERINO, L	REIMB: SPECIAL WEAPONS & TACTICS / PD	321916	2/9/16	146.11
ABLE PATROL & GUARD	SECURITY GUARD SERVICES / LIBRARY	321917	2/9/16	2,527.30
AMAZON	BOOKS - LIBRARY	321919	2/9/16	2,521.49
BAKER & TAYLOR	BOOKS- LIBRARY	321920	2/9/16	1,522.00
BRODART CO	BOOKS - LIBRARY	321921	2/9/16	286.92
EBSCO SUBSCRIPTION	LEARNING EXPRESS SUBSCRIPTION / LIBRARY	321922	2/9/16	7,900.00
GRASS ROOTS PRESS	EXAMINER RECORD BOOKLETS / LIBRARY	321923	2/9/16	139.85
MIDWEST TAPE	DVD'S/AUDIO BOOKS - LIBRARY	321924	2/9/16	269.09
NEW READERS PRESS	LITERACY SUBSCRIPTION RENEWAL / LIBRARY	321925	2/9/16	213.40
SIRSIDYNIX	WEBREPORTER PROGRAM / LIBRARY	321926	2/9/16	1,720.41
U S POSTMASTER	POSTAGE FOR OVERDUE NOTICES / LIBRARY	321927	2/9/16	98.00
			A/P Total	2,167,323.88

	Start Date	End Date	
SECTION 8 HAPS PAYMENTS	2/3/2016	2/9/2016	10,808.00

GRAND TOTAL **$ 2,178,131.88**

Certification

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

MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 15th OF MARCH, 2016.

AYES_____

NAYS_____

ABSENT_____

The following page(s) contain the backup material for Agenda Item: Warrant Register #33 for the period of 02/10/16 through 02/16/16 in the amount of $2,398,000.67. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Warrant Register #33 for the period of 02/10/16 through 02/16/16 in the amount of $2,398,000.67. (Finance)

PREPARED BY: K. Apalategui **DEPARTMENT:** Finance

PHONE: 619-336-4572 **APPROVED BY:**

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 02/10/16 through 02/16/16.

Consistent with Department of Finance practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
City of Chula Vista	321935	70,634.00	Animal Shelter Fees – Nov/Dec 2015
EC Constructors Inc	321943	392,767.89	Aquatic Center Project
Kinsman Construction Inc	321951	92,480.12	Police Dept Project
New Century Construction	321961	125,983.30	D Ave and 12th St Project
Project Professionals Corp	321966	53,610.19	12th St. & D Ave Project
STC Traffic Inc	321983	166,343.12	Library Remodel Project
Public Emp Ret System	2122016	348,083.02	Service Period 01/19/16 – 02/01/16

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. **APPROVED:** MIS

Reimbursement total $2,398,000.67

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Ratification of warrants in the amount of $2,398,000.67

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #33

CALIFORNIA NATIONAL CITY 1887 INCORPORATED

WARRANT REGISTER #33
2/16/2016

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
AMERICAN SOCIETY SAFETY ENGINEERS	TUITION: WORKPLACE CHALLENGES TRAINING / ENG	321928	2/16/16	95.00
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET	321929	2/16/16	22,642.25
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET	321930	2/16/16	506.12
ARMS UNLIMITED INC	RIFLE SOUND SUPPRESSOR / POLICE	321931	2/16/16	16,431.75
BROADWAY AUTO GLASS	WINDSHIELD GREEN TINT SHADE	321932	2/16/16	240.00
CALIFORNIA AIR RESOURCES BOARD	PERMIT RENEWAL / PW	321933	2/16/16	550.00
CALIFORNIA COMMERCIAL SECURITY	INSTALLATION OF DOOR / PW	321934	2/16/16	6,891.64
CITY OF CHULA VISTA	ANIMAL SHELTER FEES - NOV/DEC 2015	321935	2/16/16	70,634.00
CITY OF SAN DIEGO	SERVICES - SECOND QTR FY2016	321936	2/16/16	962.70
CLEAN HARBORS	HAZARDOUS WASTE REMOVAL / PW	321937	2/16/16	718.00
CPOA	TUITION: OFFICER INVOLVED SHOOTING / YOUNG	321938	2/16/16	226.00
CSMFO	2016 MEMBERSHIP / FINANCE	321939	2/16/16	110.00
D MAX ENGINEERING INC	T&A #90068; WQTR FOR POPEYES	321940	2/16/16	17,628.68
DEPARTMENT OF TRANSPORTATION	HIGHWAY LIGHTING SERVICES / PW	321941	2/16/16	18,889.80
DURON, C	ED REIMBURSEMENT	321942	2/16/16	352.00
EC CONSTRUCTORS INC	AQUATIC CENTER PROJECT	321943	2/16/16	392,767.89
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE LEASE & MAINT OF VEHICLES / ENG	321944	2/16/16	14,516.51
ESGIL CORPORATION	PLAN CHECK SERVICES / FIRE	321945	2/16/16	29,388.61
GEOSYNTEC CONSULTANTS INC	EDUCATION VILLAGE / CONSULTANT SVCS	321946	2/16/16	1,178.06
HAAKER EQUIPMENT COMPANY	ON OFF ON SWITCH / PW	321947	2/16/16	85.83
HARRIS & ASSOCIATES	LEGAL / 8TH STREET SMART GROWTH	321948	2/16/16	255.00
HERNANDEZ, A	REIMB: MEMBERSHIP DUES / POLICE	321949	2/16/16	145.00
JJJ ENTERPRISES	CITY WIDE FIRE AND SECURITY ALARM	321950	2/16/16	1,280.00
KINSMAN CONSTRUCTION INC	POLICE DEPT PROJECT	321951	2/16/16	92,480.12
LASER SAVER INC	MOP 45725 INK CARTRIDGE / FINANCE	321952	2/16/16	637.44
MARLO'S AUTO SPECIALTIES	REMOVE AND REPLACE HOOD PANEL	321953	2/16/16	3,389.00
MASON'S SAW	REPAIRS AND PURCHASES OF SAWS	321954	2/16/16	1,143.68
MCDOUGAL LOVE ECKIS	PROFESSIONAL SERVICES / CITY ATTORNEY	321955	2/16/16	2,250.65
MELLADO DESIGNS	POLO SHIRTS / HOUSING	321956	2/16/16	339.12
METRO FIRE & SAFETY	FIRE EXTINGUISHER SYSTEM / PW	321957	2/16/16	183.79
MOSSY NISSAN	BRAKES / PW	321958	2/16/16	299.77
MUNICIPAL CODE CORPORATION	SUPPLEMENT #44, UPDATE 2 / CITY CLERK	321959	2/16/16	409.49
NAVARRO, L	REIMB: TRAFFIC COLLISION / PD	321960	2/16/16	147.46
NEW CENTURY CONSTRUCTION INC	D AVENUE AND 12TH ST PROJECT	321961	2/16/16	125,983.30
OFFICE SOLUTIONS BUSINESS	INTERVAL SERIES TASK STOOL / FINANCE	321962	2/16/16	139.52
ORKIN	CITY WIDE PEST MAINTENANCE	321963	2/16/16	416.50
PACIFIC SHORES DEVELOPMENT	REFUND: T&A 99172; 2525 HIGHLAND AVE	321964	2/16/16	1,925.00
PMW ASSOCIATES	TUITION: INTERNAL AFFAIRS / PD	321965	2/16/16	428.00
PROJECT PROFESSIONALS CORP	12TH ST. & D AVE PROJECT	321966	2/16/16	53,610.19
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SVC/FACILITIES	321967	2/16/16	147.29
RDO EQUIPMENT CO	CHAIN SAW/LOOP RUNNER/PULLEY / PW	321968	2/16/16	308.99
RELY ENVIRONMENTAL	PUBLIC WORKS YARD PROJECT	321969	2/16/16	2,296.00
RUSS' BEE REMOVAL	CITY-WIDE ONSITE BEE REMOVAL SERVICES	321970	2/16/16	375.00
SAFEWAY SIGN COMPANY	WHITE 30X50 YD 1 ROLL / PW	321971	2/16/16	441.45
SAN DIEGO COUNTY BAR ASSOC	MEMBERSHIP DUES / CITY ATTORNEY	321972	2/16/16	460.00
SAN DIEGO FRICTION PRODUCTS	BENDIX PADS / PW	321973	2/16/16	534.10
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING	321974	2/16/16	1,169.20
SANCHEZ, E	FIRE INSPECTOR 2C, SYSTEMS & EQUIP	321975	2/16/16	179.16
SANCHEZ, E	ED REIMBURSEM	321976	2/16/16	150.00

WARRANT REGISTER #33
2/16/2016

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
SASI	ANNUAL BASE FEE	321977	2/16/16	405.00
SDG&E	GAS & ELECTRIC UTILITIES	321978	2/16/16	22,062.50
SMART SOURCE OF CALIFORNIA LLC	WINDOW ENVELOPES	321979	2/16/16	2,158.00
STANLEY ACCESS INC	GIL R160 MOTOR / PW	321980	2/16/16	4,200.83
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES/FINANCE	321981	2/16/16	137.76
STC TRAFFIC INC	LIBRARY REMODEL PROJECT	321983	2/16/16	166,343.12
STC TRAFFIC INC	T&A #1691; TROLLEY STATIONS	321984	2/16/16	1,624.11
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	321985	2/16/16	10,916.46
SWRCB	PLAZA BLVD - N AVE PROJECT	321986	2/16/16	513.00
THE HOME DEPOT CREDIT SERVICES	HEADLIGHT/FLASHLIGHT/CHALK KIT	321987	2/16/16	492.15
TORREY PINES BANK	AQUATIC CENTER PROJECT	321988	2/16/16	9,860.23
TORREY PINES BANK	ESCROW AQUATIC CENTER	321989	2/16/16	1,539.79
TRITECH SOFTWARE SYSTEMS	TRITECH INFORM MOBILE MAPPING V 5.6/5.7	321990	2/16/16	4,200.00
U S BANK	CREDIT CARD EXPENSES - PD	321991	2/16/16	1,833.79
U S HEALTHWORKS	DOT EXAM	321992	2/16/16	162.00
UNITED PARCEL SERVICE	UPS SHIPMENT/ FINANCE	321993	2/16/16	17.64
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS	321994	2/16/16	607.08
URBAN FUTURES INC	REFUNDING BONDS	321995	2/16/16	1,950.00
VISION SERVICE PLAN	VISION SVC PLAN (CA) FEB 2016	321996	2/16/16	427.11
VISTA PAINT	MOP 68834 PAINT - NSD	321997	2/16/16	271.89
VULCAN MATERIALS COMPANY	INV 71008753 ASPHALT	321998	2/16/16	691.75
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES-PW	321999	2/16/16	2,909.13
OPPER & VARCO LLP	LEGAL / WI TOD / S A	322000	2/16/16	195.00
SDG&E	GAS AND ELECTRIC UTILITIES / S A	322001	2/16/16	364.29
			A/P Total	**1,120,221.69**

WIRED PAYMENTS

PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 01/19/16 - 02/01/16	2122016	2/12/16	348,083.02
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SVCS BASE FEE FEB 2016	996103	2/12/16	100.00

SECTION 8 HAPS	**Start Date**	**End Date**	
	2/10/2016	2/16/2016	**5,628.00**

PAYROLL

Pay period	**Start Date**	**End Date**	**Check Date**	
4	2/2/2016	2/15/2016	2/24/2016	**923,967.96**

GRAND TOTAL **$2,398,000.67**

Certification

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

MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 15th OF MARCH, 2016.

AYES_____

NAYS_____

ABSENT_____

The following page(s) contain the backup material for Agenda Item: Public Hearing No. 1 of 2 for an amendment to the U.S Department of Housing and Urban Development (HUD) 2015-2019 Consolidated Plan and 2015-2016 Annual Action Plan and the allocation of 2016-2017 HUD entitlement grant funds, program income, and funds rem

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Public Hearing No. 1 of 2 for an amendment to the U.S Department of Housing and Urban Development (HUD) 2015-2019 Consolidated Plan and 2015-2016 Annual Action Plan and the allocation of 2016-2017 HUD entitlement grant funds, program income, and funds remaining from completed projects to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for the FY 2016-2017 Annual Action Plan. (Housing, Grants, and Asset Management)

PREPARED BY: Angelita Marchante, Comm. Dev. Specialist **DEPARTMENT:** Housing, Grants, & Asset Management Department

PHONE: (619) 336-4219 **APPROVED BY:**

EXPLANATION:

See attachment number one for explanation.

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. **APPROVED:** MIS

The City will receive $803,710 in CDBG and $260,635 in HOME Program funds for FY2016-2017. In addition, the City will reprogram to FY 2017 $33,196 in program income and $37,726 of CDBG funds from completed projects. The City will also reprogram to FY 2017 $198,277 in HOME program income received, $217,680 remaining from previously completed projects.

ENVIRONMENTAL REVIEW:

Not applicable.

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

STAFF RECOMMENDATION:

Conduct the Public Hearing and approve recommendations for the CDBG and HOME funding allocations from the sources identified in the Financial Statement above.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

Attachment No. 1: Explanation
Attachment No. 2: FY2016-2017 Action Plan Funding Recommendations
Attachment No. 3: FY2016-2017 Action Plan Applicant Eligibility Analysis
Attachment No. 4: First Public Hearing Notice

Explanation

Second-Year Action Plan for FY 2017

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to prepare and submit an Annual Action Plan for its Housing and Community Development Entitlement Programs funded by the U.S. Department of Housing and Urban Development (HUD). The Second-Year Action Plan for FY 2016-2017 outlines how the City intends to spend $803,710 in federal Community Development Block Grant (CDBG) and $260,635 in federal HOME Investment Partnerships (HOME) Program entitlement funds. In addition to the funding sources noted above, the City will reprogram $33,196 in program income and $37,726 remaining from previously completed projects for CDBG as well as reprogram $198,277 in HOME program income received and $217,680 remaining from previously completed projects.

A second Public Hearing will be conducted at the regularly scheduled City Council meeting on May 3, 2016 to review public comments received during a 30-day public review period from March 28, 2016 through April 27, 2016, on the draft FY 2016-17 Annual Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the Plan and the CDBG and HOME Program activities being proposed for FY 2016-2017. After all public comments have been considered at the Public Hearing on May 3, 2016, the City Council will adopt the Second-Year Action Plan.

Amendment to the Five-Year Consolidated Plan and First-Year Action Plan

In addition to the adoption of the Annual Action Plan for FY 2017 staff is proposing the revision of the Consolidated Plan and FY 2016 Action Plan to address changes in the program priorities. Staff recommends the reallocation of funds from the Owner-Occupied Rehabilitation Program to the First-Time Homebuyer Program due to staff changes that have changed our in-house capacity to manage housing rehabilitation programs and new opportunities to partner with PACE Program providers that now offer favorable financing for rehabilitation. PACE allows a property owner to access capital for energy and water retrofits and repay it as an assessment on their property tax bill. The City will work with PACE providers to promote the rehabilitation and energy efficiency of existing housing. Staff recommends using HOME funds to promote homeownership opportunities through the First-Time Homebuyer Program proposed. The City's current homeownership rate is currently 31.9% while the national homeownership rate is 63.8%.

Second Public Hearing

A second Public Hearing will be conducted at the regularly scheduled City Council meeting on May 3, 2016 to review public comments received during a 30-day public review period from March 28, 2016 through April 27, 2016, on the revised Consolidated Plan, revised FY 2016 Annual Action Plan, and FY 2017 Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding the revised plans and the CDBG and HOME Program activities being proposed for FY 2017. The draft documents will posted on the City's website under the Housing Programs page.

FY 2016-2017 City of National City
Community Development Block Grant and HOME Investment Partnerships Program
Action Plan Funding Recommendations

CDBG Entitlement:	$803,710	HOME Entitlement:	$260,635
CDBG Previous Year Reallocation:	$37,726	HOME Previous Year Reallocation:	$217,680
CDBG Program Income:	$33,196	HOME Program Income:	$198,277
Total CDBG funds available:	$874,632	Total HOME funds available:	$676,592

#	Applicant Name	Program Name	Activity Request	Minimum Request	FY 2017 Staff Recommendations
Community Development Block Grant (CDBG) program total funds available $874,632					
Public Service Funds Available: $120,556					
1	Neighborhood Services Department (Sponsoring Alpha Project)	Alpha Project Outreach	$ 120,000	$ 70,000	**$ -**
2	Community Services Department	At Risk Youth After School Teen Program - "Supreme Teens"	$ 27,500	$ 27,500	**$ 27,500**
3	National City Public Library	Literacy Services	$ 52,000	$ 52,000	**$ 44,370**
4	Police Department (Sponsoring South Bay Community Services)	NCPD Support Service: Domestic Violence Response Team	$ 20,000	$ 20,000	**$ 19,349**
5	Community Services Department	Tiny Tots	$ 29,337	$ 29,337	**$ 29,337**
6	Fire Department (Sponsoring Trauma Intervention Programs of San Diego County, Inc.)	Trauma Intervention Program	$ 11,000	$ 9,000	**$ -**
		Public Service Total:	$ 259,837	$ 207,837	**$ 120,556**
Non-Public Services Funds Available: $593,334					
7	Housing, Grants, and Asset Management	Housing Inspection Program	$ 156,447	$ 156,447	**$ 156,447**
8	Fire Department	Fire Station 34 Section 108 Loan Payment Fiscal Year 2016 - 2017	$ 436,887	$ 436,887	**$ 436,887**
		Non-Public Service Total:	$ 593,334	$ 593,334	**$ 593,334**
Planning & Administration Funds Available: $160,742					
9	Housing, Grants, and Asset Management	CDBG Program Administration	$ 121,194	$ 121,194	**$ 125,242**
10	Housing, Grants, and Asset Management (Sponsoring CSA San Diego County)	Fair Housing and Tenant-Landlord Education	$ 35,500	$ 35,500	**$ 35,500**
		Planning & Admin Total:	$ 156,694	$ 156,694	**$ 160,742**
		CDBG Total:	$ 1,009,865	$ 957,865	**$ 874,632**

FY 2016-2017 City of National City
Community Development Block Grant and HOME Investment Partnerships Program
Action Plan Funding Recommendations

CDBG Entitlement:	$803,710	HOME Entitlement:	$260,635
CDBG Previous Year Reallocation:	$37,726	HOME Previous Year Reallocation:	$217,680
CDBG Program Income:	$33,196	HOME Program Income:	$198,277
Total CDBG funds available:	$874,632	Total HOME funds available:	$676,592

#	Applicant Name	Program Name	Activity Request	Minimum Request	FY 2017 Staff Recommendations
HOME Investment Partnerships (HOME) program total funds available $676,592					
Project Funds Available: $630,700					
11	Housing, Grants, and Asset Management (Sponsoring Community Housing Works & Lending)	First-Time Homebuyer Program	$ 200,000	$ 200,000	**$ 630,700**
		Total:	$ 200,000	$ 200,000	**$ 630,700**
Planning & Administration Funds Available: $45,892					
12	Housing, Grants, and Asset Management	HOME Program Administration	$ 23,271	$ 23,271	**$ 45,892**
		HOME Total:	$ 223,271	$ 223,271	**$ 676,592**

FY 2016-2017 National City
Community Development Block Grant and HOME Investment Partnerships Program
Activity Eligiblity Analysis

Tab	Applicant Name	Program Name	Project Description	Federal Regulation	HUD Matrix Code	National Objective	Number of Served
Community Development Block Grant							
CDBG Public Services							
1	Neighborhood Services Department (Sponsoring Alpha Project)	Alpha Project Outreach	The program will provide homeless outreach services. The goal of the program is to affectively reduce the number of homeless men, women, and children on the street and direct these individuals to services.	24 CFR 570.201(e)	05 Public Services	51% Low Mod-Limited Clientele	80-100
2	City of National City, Community Services Department	At Risk Youth After School Teen Program - "Supreme Teens"	The program provides a variety of positive youth development programs and recreational activities that stimulate and generate interest in healthy leisure pursuits. A safe, well supervised, interactive environment free of gang activity with positive adult role models is provided at the teen center.	24 CFR 570.201(e)	05D Youth Services	51% Low Mod-Limited Clientele	35 people
3	City of National City, Public Library	Literacy Services	The Program provides assistance to adults who want to improve their basic English language reading and writing, math and computer skills.	24 CFR 570.201(e)	05 Public Services	51% Low Mod-Limited Clientele	100 people
4	City of National City Police Department Sponsoring South Bay Community Services	National City Police Department Support Services: Domestic Violence Response Team	The program provides 24/7 response to 911 police calls for domestic violence. Bilingual on-call Advocates, many stationed at the National City Police Department, will provide crisis intervention, safety planning, assessments on shelter and counseling and coordinate the services of other community agencies as needed.	24 CFR 570.201(e)	05G Battered Abused Spouses	51% Low Mod-Limited Clientele	95 people
5	City of National City, Community Services Department	Tiny Tots	The program provides an opportunity for toddlers prepare for elementary school by enhancing their overall social, physical and intellectual development in a classroom setting. Funds will be used for personnel and operating costs.	24 CFR 570.201(e)	05D Youth Services	51% Low Mod-Limited Clientele	30 people

FY 2016-2017 National City
Community Development Block Grant and HOME Investment Partnerships Program
Activity Eligiblity Analysis

Tab	Applicant Name	Program Name	Project Description	Federal Regulation	HUD Matrix Code	National Objective	Number of Served
CDBG Non-Public Services							
5	City of National City, Housing, Grants, and Asset Management	Housing Inspection Program	The program will address housing quality issues related to violations of the Housing and Safety Code. These issues threaten occupant life safety, structural integrity, sustainability of the housing stock and economic viability of surrounding parcels and neighborhoods.	24 CFR 570.202 (c)	15 Code Enforcement	51% Low Mod-Area Benefit	125 households
6	City of National City, Fire Department	Fire Station 34 Section 108 Loan Payment Fiscal Year 2015- 2016	Repayment of Fire Station Loan	24 CFR 570.700	19F Planned Repayments of Section 108 Loans	N/A	N/A
CDBG Planning/Administration							
7	City of National City, Housing, Grants, and Asset Management	CDBG Program Administration	Funds will be used to cover the adminstration of the Community Development Block Grant and HOME Investment Partnership Programs.	24 CFR 570.206	21A General Program Administration	N/A	N/A
8	City of National City Sponsoring CSA San Diego County	Fair Housing and Tenant-Landlord Education	Program affirmatively furthers fair housing and responds to the findings of the Analysis of Impediments and provides for fair housing services.	25 CFR 570.206(c)	21D Fair Housing Activities	51% Low Mod-Area Benefit	City-wide program

FY 2016-2017 National City
Community Development Block Grant and HOME Investment Partnerships Program
Activity Eligiblity Analysis

Tab	Applicant Name	Program Name	Project Description	Federal Regulation	HUD Matrix Code	National Objective	Number of Served
HOME Investment Partnerships Program							
9	City of National City, Housing, Grants, and Asset Management Sponsoring SpringBoard CDFI	First-Time Homebuyer Program	The program would assist families purchase a home in National City by providing up to $70,000 in assistance . The program will help low-moderate income families purchase homes in National City through affordable financing options (downpayment/closing costs) and first mortgages combined with homeownership classes and coaching. SpringBoards CDFI's Full-Cycle Lending promotes education, property rehabilitation services, and post-purchase coaching in a system that supports homebuyers before, during, and after home purchase. The program assists families under 80% of area median income. The program is very low risk as HOME funds are provided at closing of the homebuyer's purchase.	24 CFR 92.301(a)3	N/A	N/A	8-14 Households
12	City of National City, Housing, Grants, and Asset Management	HOME Program Administration	Funds will be used to cover costs of salaries, services, supplies, and general overhead for the implementation of the HOME Investment Partnership Program by the City of National City Housing, Grants, and Asset Management Department.	24 CFR 92.207	N/A	N/A	N/A

PUBLIC NOTICE

CITY OF NATIONAL CITY

FIRST PUBLIC HEARING FOR THE REVISED PY 2015-2019 CONSOLIDATED PLAN, REVISED FY 2015-2016 ACTION PLAN, AND THE INTRODUCTION OF THE FY 2016-2017 ACTION PLAN

In accordance with the federal regulations at 24 CFR, Part 91, the City of National City (City) is required to submit a revised Program Year (PY) 2015-2019 Five Year Consolidated Plan, revised Fiscal Year (FY) 2015-2016 Action Plan, and a FY 2016-2017 Action Plan for its Housing and Community Development Entitlement Programs funded by the U.S. Department of Housing and Urban Development (HUD). The revised Consolidated Plan and the FY 2015-2016 Action Plan will outline how the City intends to reprogram funds from the Owner-Occupied Rehabilitation Program to the First-Time Homebuyers Program. For the FY 2016-2017 Action Plan the City will outline how it will spend an estimated $783,470 in federal Community Development Block Grant (CDBG) and $232,709 in HOME Investment Partnerships (HOME) Program entitlement funds. In addition to the funding sources noted above, the City will reprogram $33,196 in program income and $37,726 remaining from previously completed projects for CDBG as well as reprogram $198,277 in HOME program income received and $217,680 remaining from previously completed projects.

Notice is hereby given that the City Council of the City of National City will hold the first of two Public Hearings on Tuesday, March 15, 2016 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 revised PY 2015-2019 Consolidated Plan, revised FY 2015-2016 Action Plan, and on the City Council's recommendations for funding of the CDBG and HOME Program activities for FY 2016-2017 Action Plan. The revised draft Plans are available for review on the City's website www.nationalcityca.gov. Hardcopies of the Plans and applications for funding are available at the office of the City Clerk (1243 National City Boulevard, National City, CA 91950) and at the Housing, Grants, and Asset Management Department (140 E. 12 Street Suite B, National City, CA 91950).

A second Public Hearing will be conducted on May 3, 2016 at the regularly scheduled City Council meeting to review public comments received during a 30-day public review period (March 28, 2016 through April 27, 2016) of the revised PY 2015-2019 Consolidated Plan, revised FY 2015-2016 Action Plan, and FY 2016-2017 Action Plan; and to provide interested persons and community groups with one last opportunity to share their thoughts regarding those Plans and the proposed FY 2016-2017 CDBG and HOME Program funding recommendations.

Public participation is an essential part in the development of the Five-Year Consolidated and Annual Action Plans. Interested persons and community groups are invited to attend and participate at these hearings. Both Public Hearings will be held at the City of National City, City Hall Council Chambers, located at 1243 National City Boulevard, National City, CA 91950. For more information regarding this process, please contact the Housing, Grants, and Asset Management Department at (619) 336-4319. Hearing impaired persons please use the CAL Relay Service Number 711.

City facilities are wheelchair accessible. 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.

Asistencia en Español: Para que le interpreten la información en español, llame al (619) 336-4391.

Leslie Deese, City Manager
City of National City
February 29, 2016

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City amending Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays. (Applicant City-Initiated) (Case File 2015-07 A) (Planning/Cit

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

An Ordinance of the City Council of the City of National City amending Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays. (Applicant City-Initiated) (Case File 2015-07 A) (Planning/City Attorney)

PREPARED BY: Martin Reeder, AICP MK **DEPARTMENT:** Planning Department

PHONE: 619-336-4313 **APPROVED BY:**

EXPLANATION:

The City Council considered the introduction of an Ordinance amending Title 18 (Zoning) Chapter 18.47 of the National City Municipal Code pertaining to Signs and Outdoor Advertising Displays at their meeting of March 1, 2016. The Council made changes to two sections of the Ordinance related to the individual size of signs during the election period and the height of flag poles on non-residential properties. The attached strike-through/underline Ordinance (changed sections only) shows the previously-modified language and the most recent changes made by Council.

Staff provided a report of the most recent changes to the Planning Commission on March 7, 2016, as required by the Government Code, at which time the Commission filed the report, recommending approval of the changes proposed by the City Council.

The attached Ordinance should be introduced to continue with the amendment process.

FINANCIAL STATEMENT: **APPROVED:** _____ **Finance**

ACCOUNT NO. N/A **APPROVED:** _____ **MIS**

ENVIRONMENTAL REVIEW:

Exempt from CEQA under section 15061(b)(3) – general rule.

ORDINANCE: **INTRODUCTION:** [ ] **FINAL ADOPTION:** [X]

STAFF RECOMMENDATION:

Intrduce the Ordinance

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Previous strike-through/underline version of modified sections (§18.47.060, §18.47.080, §18.47.160)
2. Current strike-through/underline version of modified sections (§18.47.060, §18.47.080)
3. Ordinance for introduction

18.47.060 Signs Exempt From Sign Permit Requirement.

A. Residential Signs. All legal residential dwelling units are allowed a defined maximum cumulative display area, which is available at all times, subject to:

4. Maximum display area: 16 square feet per parcel per frontage at all times; except that during the Election Period, when there shall be no limit on the maximum display area.~~this allowance may be increased up to 32 square feet per parcel per street frontage visible from the public right of way.~~ The maximum display area is the cumulative total of all signs that are subject to the area limit. Not included within with the cumulative total: indicators of street address and occupants' name(s), visual images mounted on the ground (*i.e.*, door mats);

5. Maximum sign size: 6 square feet per sign at all times; except during the Election Period when the maximum individual sign size is 16 square feet. The maximum sign size is the maximum square footage allowed for an individual sign.

18.47.080 Permanent Signs.

D. Flags. On residential land uses, a total of 24 square feet of flag area may be displayed at any and all times; on non-residential land uses, there shall be no limit to the allowable ~~a total of 40 square feet of~~ flag area that may be displayed at any and all times. The number of flag poles is limited to cumulative linear footage as follows: 25 feet on residential lots and 35 feet on all other parcels or lots. Flag poles intended for permanent use are subject to appropriate building permits.

18.47.160 Enforcement and Removal.

E. Notice of Violation. Whenever any sign or part thereof, other than those causing an immediate threat to the public health and safety, constitutes an illegal sign and/or is erected or maintained in violation of this Chapter, the Director shall give written notice to all Responsible Parties to remove the sign or to bring it into compliance. The notice shall specify the nature of the violation, and give directions for a cure, which may include complete removal or replacement by a specific date. The notice shall advise the permittee, owner, or person in charge of the sign of the hearing rights established by this Chapter. The date for removal specified in the written notice shall not be less than ten (10) days from the date of the mailing of the notice for permanent signs; and, the date for removal specified in the written notice for temporary signs shall not be less than seven (7) days from date of the mailing of the notice. The responsible party receiving notice may request a hearing as detailed in 18.47.050.

18.47.060 Signs Exempt From Sign Permit Requirement.

A. Residential Signs. All legal residential dwelling units are allowed a defined maximum cumulative display area, which is available at all times, subject to:

4. Maximum display area: 16 square feet per parcel per frontage at all times; except that during the Election Period, when there shall be no limit on the maximum display area. The maximum display area is the cumulative total of all signs that are subject to the area limit. Not included within with the cumulative total: indicators of street address and occupants' name(s), visual images mounted on the ground (*i.e.*, door mats);

5. Maximum sign size: 6 square feet per sign at all times~~; except during the Election Period when the maximum individual sign size is 16 square feet~~. The maximum sign size is the maximum square footage allowed for an individual sign.

18.47.080 Permanent Signs.

D. Flags. On residential land uses, a total of 24 square feet of flag area may be displayed at any and all times; on non-residential land uses, there shall be no limit to the allowable flag area that may be displayed at any and all times. On residential lots, the number of flag poles is limited to a cumulative linear footage of 25 feet; on non-residential lots, the cumulative linear footage shall be limited to the maximum height allowed in the zone in which the property is located. ~~The number of flag poles is limited to cumulative linear footage as follows: 25 feet on residential lots and 35 feet on all other parcels or lots.~~ Flag poles intended for permanent use are subject to appropriate building permits.

ORDINANCE NO. 2016 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING CHAPTER 18.47 OF THE NATIONAL CITY MUNICIPAL CODE PERTAINING TO SIGNS AND OUTDOOR ADVERTISING DISPLAYS

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, pursuant to legal notice, hearings were held by the Planning Commission and the City Council of National City, and all persons interested were given the opportunity to appear and be heard before said Planning Commission and City Council; and

WHEREAS, the Planning Commission has regularly and duly certified its report to the City Council of National City and has recommended such amendment.

NOW, THEREFORE, the City Council does ordain as follows;

Section 1. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section 2. That Section 18.47 of Title 18 of the Municipal Code be amended to read as follows:

CHAPTER 18.47
SIGNS ON PRIVATE PROPERTY AND PUBLIC PROPERTY
NOT OWNED BY THE CITY OR ITS AFFILIATED AGENCIES

Sections:

18.47.010 Title.
18.47.020 Authority, Scope, Intent, Purposes.
18.47.030 Basic Principles.
18.47.040 Definitions.
18.47.050 Sign Permits, Other Sign-Related Decisions, Appeals.
18.47.060 Signs Exempt From Sign Permit Requirement.
18.47.070 Prohibited Signs.
18.47.080 Permanent Signs.
18.47.090 Temporary Signs.
18.47.100 Vehicles Signs.
18.47.110 Murals.
18.47.120 Flags, Banners, and Pennants.
18.47.130 Master Sign Programs.
18.47.140 Nonconforming Signs; Abandoned Uses.
18.47.150 Safety, Maintenance, and Refacing.
18.47.160 Enforcement and Removal.
18.47.170 Severability.

18.47.010 Title. This Chapter shall be known as the Regulatory Sign Ordinance of the City of National City, California.

18.47.020 Authority, Scope, Intent, Purposes.

A. Authority. This Chapter is enacted pursuant to the City's general and police powers, California Constitution Article XI, Section 7; California Government Code Sections 65000 *et seq*., 65850(b), 38774, and 38775; Business and Professions Code Sections 5200 *et seq*., 5230, 5490 *et seq*., 13530 *et seq*. and 13540; Penal Code Section 556 *et seq*.; and other applicable state laws.

B. Scope. This Chapter regulates signs, as defined herein, which are located within the corporate limits of the City of National City and over which the City has land use regulatory authority, but not on City owned land. Signs on City land are subject to Chapter 13.28. Signs used in conjunction with parades, protests, demonstrations and outdoor public assemblies are regulated as temporary uses under Chapter 15.60.

C. Intent. By adoption of this Chapter, the City Council intends to create and implement a comprehensive system for the regulation of signs within the scope of this Chapter, with a regulation system that: 1) accommodates the expression rights of the First Amendment to the U.S. Constitution and the corollary provisions of the California Constitution; 2) comports with all applicable principles of federal and state constitutional, statutory and administrative law.

D. Purposes and Interests Served. The purposes of this Chapter include, but are not limited to: 1) serving the governmental and public interests in controlling visual clutter, community esthetics, and safety of drivers, passengers, and pedestrians; 2) aiding in the identification of properties, land uses, enterprises and other establishments; 3) enhancing the general appearance and esthetics of the urban environment; and 4) protecting the natural beauty of the City's open space.

18.47.030 Basic Principles.

A. Message Neutrality Policy. It is the policy of National City to regulate signs in a manner that does not favor commercial speech over noncommercial speech and does not regulate protected noncommercial speech by message content.

B. Message Substitution Policy. A constitutionally protected noncommercial message may be substituted, in whole or in part, for any allowed commercial message or any other protected noncommercial message, provided that the sign structure or mounting device is legal. Any substitution shall require the private property owner's consent. The purpose of this provision is to prevent any favoring of commercial speech over non-commercial speech, or favoring of any particular protected noncommercial message over any other protected noncommercial message. The message substitution policy does not: 1) create a right to increase the total amount of sign display area on a site or parcel; 2) create a right to substitute an off-site commercial message in place of an onsite commercial message or in place of a noncommercial message; 3) affect the requirement that a sign structure or mounting device must be properly permitted; 4) authorize changing the physical method of image presentation (such as digital or neon) display without a permit; or 5) authorize a physical change to the sign structure without compliance with applicable building codes, safety codes, and neutrally-applicable rules for sign size, height, orientation, setback, separation or illumination.

C. Enforcement Authority. The Director is authorized and directed to administer and enforce this Chapter.

D. Administrative Interpretations. Interpretations of this Chapter are to be made initially by the Director in consultation with the City Attorney. The Director may refer an interpretation question to the Planning Commission. All interpretations of this Chapter are to be exercised in light of the message neutrality and message substitution policies. Where a particular type of sign is proposed, and the type is neither expressly allowed nor prohibited by this chapter, or whenever a sign does not qualify as a “structure” as defined in the Building Code, as adopted by the City, then the Planning Commission or Director, as applicable, shall approve, conditionally approve or disapprove the application based on the most similar sign type, using physical and structural similarity, that is expressly regulated by this chapter.

E. Responsibility for Compliance. The responsibility for compliance with this Chapter rests jointly and severally upon the sign owner, the permit holder, all parties holding the present right of possession and control of the property whereon a sign is located, mounted or installed, and the legal owner of the lot or parcel, even if the sign was mounted, installed, erected or displayed without the consent or knowledge of the owner and / or other parties holding the legal right to immediate possession and control.

F. Onsite-Offsite Distinction. Within this Chapter, the distinction between onsite signs and offsite signs applies only to commercial messages. It does not apply to non-commercial messages.

18.47.040 Definitions. The following definitions apply to this Chapter, and to other chapters when cross-referenced by such other Chapters.

“Banner” means any flexible material, such as cloth, plastic, vinyl, paper, cardboard or thin metal, with or without a message, attached outdoors to a building, structure or mounting device, or attached indoors to a building, structure or mounting device so as to be visible from the exterior of a building, or structure. The term "banner" includes a pennant, flag, or bunting.

“Billboard” means a permanent sign structure in a fixed location which meets any one or more of the following criteria: (1) it is used for the display of off-site commercial messages; (2) the message display area, or any part thereof, is made available to message sponsors other than the owner(s) or operator(s) of the sign, typically for a fee or other consideration, *i.e.*, it is general advertising for hire; (3) the sign is a principal or secondary use of the land, rather than appurtenant or accessory to some other principal use of the land.

“Bunting” means a form of banner that is typically presented and displayed in a folded or gathered fashion or combination. It may include a display in combination with a flag or banner. Depending on the format of the display, the term may be synonymous with banner.

“Changeable copy sign” means a sign displaying a message that is changed by means of moveable letters, slats, lights, light emitting diodes, or moveable background material. “Digital signs,” “dynamic signs,” and CEVMS (changeable electronic variable message signs) are all within this definition.

“City” means the City of National City California.

“City property” means any parcel of land or separately leasable space over which the City or any of its related entities, holds the present right of possession and control, regardless of who may hold legal fee title, or that is within the public right-of-way.

“Commercial mascot” means a person or animal attired or decorated with commercial insignia, images, costumes, masks, or symbols, and/or holding signs displaying commercial messages, when a principal purpose is to draw attention to or advertise a commercial

enterprise. This definition includes “sign twirlers,” “sign clowns,” “sign spinners,” “sign twirlers,” and “human sandwich board” signs. Also known as “living signs.”

“Commercial message” means a message that proposes a commercial transaction or pertains primarily to the economic and commercial interests of the message sponsor and/or the sign audience.

“Construction site sign” means a sign that is displayed on the site of a construction development project during the period of time of actual construction.

“Digital display” means display methods utilizing LED (light emitting diode), LCD (liquid crystal display), plasma display, projected images, or any functionally equivalent technology, and which is capable of automated, remote or computer control to change the image, either in a “slide show” manner (series of still images), or full motion animation, or any combination of them.

“Director” means the City Manager or designee.

“Directional sign” is a sign used to provide directions to pedestrians and vehicular traffic.

“Election period” means that period of time which begins 60 days before a special, general, or primary election in which at least some registered voters in the City are eligible to vote, and ends ten days after such election.

“Establishment” means any legal use of land, other than long-term residential, which involves the use of structures subject to the Building Code. By way of example and not limitation, this definition includes businesses, factories, farms, schools, hospitals, hotels and motels, offices and libraries, but does not include single-family homes, mobile homes, residential apartments, residential care facilities, or residential condominiums. Multi-unit housing developments are considered establishments during the time of construction; individual units are not within the meaning of establishment once a certificate of occupancy has been issued or once a full-time residency begins.

“Establishment premises” means a specific occupancy within a building or upon a parcel of land, typically having a specific address and discrete entrance(s) and exit(s) so as to maintain a specific identity and location.

“Flag” means a piece of fabric or other flexible material, usually rectangular, of distinctive design, used as a symbol.

“Freestanding sign” means a sign which is principally supported on the ground by one or more uprights, braces, poles, pylons or other similar structural components. This category includes both monument and pole signs.

“Frontage” when used as a measurement reference of a building or establishment premises, shall refer to the distance between the two most distant corners of a building measured in a straight line along the building face bordering the adjoining street. See Glossary pertaining to frontage when made applicable to a parcel of land. The term also refers to the elevation of a building that abuts or adjoins a private or public right-of-way or parking lot.

“Garage sale sign” means a sign whose message concerns short-term rummage, estate, boutique, or garage sales of used or handmade common household items from a residential property.

“General advertising,” also known as “general advertising for hire,” means the enterprise of advertising or promoting other businesses or causes using methods of advertising, in contrast to self-promotion or on-site advertising.

“Height” means the distance measured vertically from grade to the highest point or portion of the object to be measured or height limited.

“Illegal sign” means a sign that was installed without proper City or other required approvals and/or permits at the time it was initially installed, and which has not been legalized by later action. This definition also includes a sign that was erected in conformance with all applicable laws, rules, and regulations in effect at the time of installation, but which was subsequently altered so as to be out of compliance with applicable law, including the terms of permits which authorized construction. All signs described in Business and Professions Code section 5499.1 and defined therein as an “illegal on-premises advertising display” are also within this definition.

“Illuminated sign” means a sign whose message is made readable by internal or external lights or light emitting diodes (or functionally equivalent technology), typically (but not necessarily) during hours of darkness.

“Install” or “installation” includes but is not limited to the act by which a sign is constructed or placed on land or a structure, or the act of attaching, painting, printing, producing, or reproducing, or using any other method or process by which a visual message is presented or placed upon a surface.

“Legal nonconforming sign” means a sign that complied with all applicable laws, rules and policies at the time of installation, and which has not been expanded beyond the originally applicable rules, but which does not conform to currently applicable law and rules.

“Mobile billboard” means a sign on a wheeled conveyance (whether motorized or not) or water craft, including those which carry, convey, pull or transport any sign used for general advertising for hire. The term does not include vehicles and vessels that display identification information concerning the usual business or regular work of the vehicle/ vessel owner (not including general advertising).

“Motor fuel price sign” means a sign of the type described and required by Business and Professions Code section 13530 *et seq*.

“Monument sign” means a low-profile freestanding sign supported by a structural base or other solid structural features other than support poles, which may contain copy on more than one side.

“Mural” or “mural-type sign” means a sign painted on the exterior wall of a building consisting of graphics or images, either alone or in combination with letters. Murals or mural-type signs, including those described as artistic murals, shall be treated as any other sign subject to the signage area requirements.

“Non-commercial message” means a constitutionally protected message that addresses topics of public concern or controversy such as, by way of example and not limitation, politics, religion, philosophy, science, art or social commentary.

“Offsite sign” means a sign that advertises commercial products, accommodations, services, or activities not provided in or on the property or premises upon which it is located. The on-site/off-site distinction does not apply to non-commercial messages.

“Onsite sign” means a sign that advertises the commercial business, accommodation, services, or activities provided on the premises on which the sign is located, or is expected to be provided in the near future, such as “coming soon” movie posters. In the case of developments subject to a master sign program, all establishments subject to the program are considered on-site whenever located within any location subject to the program. All establishments within a shopping center are on-site as to any sign(s) also located within that shopping center. The on-site/off-site distinction does not apply to non-commercial messages.

“Outdoors” means a location on undeveloped property or the exterior of a building or structure.

“Parcels” or “property” or similar references or descriptions mean parcels defined or delineated by assessor parcel numbers maintained by the County tax assessor or as defined in the Glossary of this Code.

“Pennant” is a banner with three sides, or swallow-tail form.

“Permanent sign” means a sign that is solidly attached to a building, structure, or the ground by means of mounting brackets, bolts, welds, or other combination of attachment methods, thereby rendering the sign non-moveable or difficult to reposition without the use of machinery, cutting devices, or mechanical devices. See also “temporary sign.”

“Pole sign” means a permanently mounted, freestanding sign which is supported above the ground by one or more uprights, braces, poles, or other similar structural components.

“Projecting sign” is any sign which projects beyond a building face and uses a wall or vertical element of a building as its main source of support. The term includes a double-faced sign that is installed more or less perpendicular to the face of a building so as to allow a message to be viewable from either side. The term does not include signs that are installed along the face of a building and that are completely attached to the face of a building.

“Real Estate Sign” means any sign whose message concerns a proposed economic transaction involving real estate, including all signs described in Civil Code 713.

“Residential Sign” means a sign displayed on a legal, individual dwelling unit. The term does not apply to management offices of apartment complexes or mobile home parks, or to hotels, motels, inns or other places of transient occupancy.

“Responsible Party” means the permittee, property owner, or owner or person in charge of the sign.

“Rooftop sign” or “Roof-mounted sign” means a sign that extends above the ridgeline of the roof of a building or a sign attached to any portion of the roof of a building.

“Safety Codes” refers to the Building, Electrical, Plumbing, Grading, and similar codes which ensure safe construction.

“Shopping center” shall mean a group of commercial buildings as defined in the Glossary.

“Sign” as used in this Chapter, generally means the public display of any visually communicative image placed on public display and visible from the exterior of any portion of the public right of way or place open to passage by the public. Notwithstanding the generality of the foregoing, the term “sign” does not include:

1. Aerial banners towed behind aircraft;
2. Architectural features – decorative or architectural features of buildings (not including lettering, trademarks or moving parts), which do not perform a communicative function (examples include color stripes around an office building or retail store);
3. Automated Teller Machines (ATM’s), when not used for general advertising;
4. Cornerstones and foundation stones;
5. The legal use of fireworks, candles and artificial lighting not otherwise regulated by this chapter;
6. Grave markers, gravestones, headstones, mausoleums, shrines, and other markers of the deceased;
7. Historical monuments, plaques and tablets;

8. Holiday and cultural observance decorations displayed in season, including inflatable objects, on private residential property which are on display for not more than 45 calendar days per year (cumulative, per dwelling unit) and which do not include commercial messages;

9. Inflatable gymnasiums associated with legal residential uses – inflatable, temporary, moveable, gymnasium devices commonly used for children's birthday parties, and similar devices (also called "party jumps" or "bounce houses");

10. Interior graphics – visual communicative devices that are located entirely within a building or other enclosed structure and are not visible from the exterior thereof;

11. Manufacturers' marks – marks on tangible products, which identify the maker, seller, provider or product, and which customarily remain attached to the product even after sale;

12. Mass transit graphics – graphic images mounted on duly licensed and authorized mass transit vehicles that legally pass through the city;

13. News racks, newspaper vending devices and newsstands;

14. Personal appearance: makeup, masks, wigs, costumes, jewelry, apparel and the like, unless it constitutes a commercial mascot;

15. Safety warnings on motorized or electrified equipment;

16. Searchlights used as part of a search and rescue or other emergency service operation (this exclusion does not apply to searchlights used as attention attracting devices for commercial or special events);

17. Shopping carts, golf carts, horse drawn carriages, and similar devices (any motorized vehicle which may be legally operated upon a public right-of-way is not within this exclusion);

18. Symbols embedded in architecture – symbols of non-commercial organizations or concepts including, but not limited to, religious or political symbols, when such are permanently integrated into the structure of a permanent building which is otherwise legal, by way of example and not limitation, such symbols include stained glass windows on churches, carved or bas relief doors or walls, bells and religious statuary;

19. Vehicle and vessel insignia – on street legal vehicles and properly licensed watercraft: license plates, license plate frames, registration insignia, non-commercial messages, messages relating to the business of which the vehicle or vessel is an instrument or tool (not including general advertising) and messages relating to the proposed sale, lease or exchange of the vehicle or vessel.

20. Vending machines, automated intake devices and product dispensing devices which do not display off-site commercial messages or general advertising messages;

21. Window displays – the display of merchandise in a store window, when such merchandise is immediately available for purchase.

"Signage" is the collective noun for all signs on a given parcel, lot or location, or within a stated classification;

"Sign area" means that portion of a sign which consists of visually communicative copy, including the advertising surface and any framing, trim, or molding but not including the supporting structure, measured one side only, provided that the angle between faces for two-sided signs does not exceed 30 degrees.

“Sign copy” means the visually communicative elements, including but not limited to words, letters, numbers, designs, figures, or other symbolic presentation incorporated into a sign with the purpose of attracting attention to the subject matter or message.

“Sign face” means the portion of a sign that is available for displaying sign copy, together with any frame, color, panel, ornamental molding, or condition which forms an integral part of the sign copy and which is used to differentiate such sign copy from any wall or background against which it may be placed. Those portions of the supports, uprights, or base of a sign that do not function as a sign shall not be considered as part of a sign face.

“Sign height” means the vertical distance of a sign from the uppermost point used in measuring the sign area to the ground immediately below such point or to the level of the upper surface of the nearest curb of a street or alley (other than a structurally elevated roadway), whichever measurement permits the greater elevation of the sign.

“Special Event” means an activity or event that occurs rarely or irregularly, is open to the public, and is of a duration not exceeding 7 days. Any event that is subject to a Temporary Use Permit will be considered within this definition. By way of example and not limitation, special events include circus or carnival runs, 4th of July Festival, Easter Egg Hunt, Relay for Life, Christmas Tree Lighting, parking lot sales at shopping centers and malls, holiday celebrations, Auto Heritage Day, *etc.*

“Temporary message” means a message that pertains exclusively to an event which occurs on, or ends on, a particular day.

“Temporary sign” means a sign that is constructed of lightweight or flimsy material, and is easily installed and removed using ordinary hand tools. Any sign that qualifies as a “structure” under the Building Code is not within this definition.

“Visibility triangle” means at the intersection of any two or more streets, that area extending horizontally 50 feet from the corner of the intersection and vertically, from a height of three feet to a height of eight feet.

“Visible to the exterior” refers to the placement of a sign or banner within the interior first eight feet of a commercial or industrial building or structure in such a manner so that it or its message is readily visible on an immediately contiguous public right-of-way, parking lot, or parcel. To be visible does not require that the message be understandable or readable.

“Wall sign” means a sign that is attached to, erected against or painted on the wall of a building or other vertical structure.

“Warning sign” means a sign that is posted to provide notice of danger, such as “Beware of Dog,” “Railroad Crossing,” “Danger High Voltage” or noting the location of underground utilities.

“Window sign” means a sign that is painted or mounted on a window pane, or that is mounted within five feet of a window and oriented for viewing by exterior passersby.

“Zone” refers both to the zone classifications given in 18.20.020, and to the specific areas or districts to which a given zoning classification applies.

18.47.050 Sign Permits, Other Sign-Related Decisions, Appeals.

A. Sign Permit Generally Required. Unless exempted from the sign permit requirement, all signs regulated by this Chapter may be installed, maintained, erected, or displayed only pursuant to sign permit pursuant to this Chapter, and a finding of compliance is made by the Planning Division, using the design criteria identified in this Chapter and other

applicable regulations. A sign permit may be approved subject to conditions, so long as those conditions are required by this Chapter or some other applicable law, rule or regulation.

B. Compliance Required. No permit shall be issued for any sign or sign structure except in compliance with the provisions of this Chapter. A sign permit may be subject to compliance with permitting requirements imposed by other sources of law, including the safety codes for building, electrical, plumbing, grading, etc. Where there is a conflict between the provision of this Chapter and other applicable regulations, the more restrictive shall apply.

C. Right to Permit or Display. When any sign permit application is complete and fully complies with all applicable provisions of this Chapter, and all other applicable laws, rules and regulations, the permit shall be approved and issued within the required time. In the case of signs which are exempt from the sign permit requirement, there is a right to erect, display, and maintain such signs as are authorized by this Chapter, subject to the applicable rules. This “right to permit” provision does not apply when the relevant city law is under active consideration for amendment at the time the application for a sign permit is submitted, or when the rules or regulations relevant to the application are changed prior to the expiration of the time for decision.

D. Legally Existing Signs; Alterations. Signs legally existing prior to the effective date of this Chapter shall be exempt from the sign permit requirement unless a structural alteration is made, the sign area or any other point of nonconformity is enlarged or expanded, or there is some other change in the structural elements of the sign. Structural alterations and expansions require a sign permit.

E. Review. All sign permit applications shall be initially reviewed by the Director. In the case of any discretionary permit in which signage is included, such as a master sign program, a specific plan including signs, a variance, or an appeal, the Director shall prepare a report for the body which shall hear the matter, the Planning Commission or City Council. The report may, but is not required, to include recommendations.

F. Application for a Sign Permit. Any person seeking a sign permit for a sign shall submit to the Director a written application for such. The Director shall prepare a sign permit application form and provide it to any person on request, along with such other materials and information as applicants need to submit for a permit. The same form may be used for both the application and the decision thereon. A single form may be used for multiple signs on the same site; however, the Director may make separate decisions as to each sign. A sign permit application is complete only when it is accompanied by the appropriate application fee, in an amount set by resolution of the City Council.

G. Application Contents. The sign permit application form may call for the following information:

1. Name, address and telephone number of the applicant and, if applicable, the name, address, and telephone number; when the applicant is not the holder of legal title to the property, consent to the installation of the sign by the person(s) or entities who hold legal title and the present right of possession and control of the property; when the sign is proposed to be installed by a sign contractor, the name, address, contact information, and the license number, if any, of the contractor;

2. As to the proposed location for the sign, multiple sets of a fully dimensioned Site Plan (drawn to scale) indicating the street address, Assessor’s Parcel Number, zone classification, all property lines, public and private street lines (including center

lines), structures, easements, utility poles and wires, and the location and size (in square feet) of all existing and proposed signs;

3. As to existing signs already on parcel, information as to whether each is permitted or exempt from permitting;

4. Accurate and scaled building elevation showing existing and proposed building signs; including existing and proposed sign area of each individual sign and the combined area of all signs (including those already existing or previously permitted) in relation to the maximum allowed sign area;

5. A statement as to whether the sign is intended to be used in whole or in part for off-site commercial messages, advertising for hire or general advertising;

6. A statement or graphical description as to whether the proposed sign, or any part of it, is proposed to utilize any of the following physical methods of message presentation: sound; odor, smoke, fumes or steam; rotating, moving or animated elements; activation by wind or forced air; neon or other fluorescing gases; fluorescent or day-glow type colors; flashing or strobe lighting; light emitting diodes, liquid crystal displays or other video-like methods; digital display technology; use of live animals or living persons as part of the display; mannequins or statuary;

7. A statement as to whether the property or parcel on which the sign is proposed to be erected or displayed, or any currently existing sign thereon, is the subject of any outstanding notice of zoning violation or notice to correct, including whether any such deficiencies are to be remedied by the proposed application;

8. Photographs of the existing property, parcel and/or building on which the sign is proposed to be erected or displayed;

9. In the case of any proposed sign which is subject to a discretionary process, such as a variance, conditional use permit, or sign program, all information required by such process(es);

10. The Director is authorized to modify the list of information to be provided on a sign permit application; however, additions may be made only after thirty (30) days public notice. The Director is also authorized to request, require, or accept application materials, in whole or in part, in electronic form, and to specify the acceptable computer formats for such submissions.

H. Completeness. As the first step in processing a sign permit application, the Director shall determine whether the application is complete. If the application is not complete, the applicant shall be so notified in person or in writing initially within 30 days of the date of receipt of the application; the notice of incompleteness shall state the points of deficiency and identify any additional information necessary. The applicant shall then have thirty (30) calendar days, to submit additional information to render the application complete.

I. Disqualification. No sign permit application will be approved if:

1. The applicant has installed a sign in violation of the provisions of this Chapter and, at the time of submission of the application, each illegal or non-permitted sign has not been legalized, removed or a cure included in the application;

2. There is any other existing code violation located on the site of the proposed sign(s) (other than an illegal or nonconforming sign that is not owned or controlled by the applicant and is located at a different establishment) which has not been cured at the time of the application, unless the noncompliance is proposed to be cured as part of the application;

3. The sign application is substantially the same as an application previously denied, unless: (i) twelve (12) months have elapsed since the date of the last application, or (ii) new evidence or proof of changed conditions is furnished in the new application;

4. The applicant has not obtained any applicable required use permit or conditional use permit. However, applications for such permits may be processed simultaneously with a sign permit application.

J. Applications for Multiple Signs. When an application proposes two or more signs, the application may be granted either in whole or in part, with separate decisions as to each proposed sign. When a multiple sign application is denied in whole or in part, the Director's written notice of determination shall specify the grounds for such denial.

K. Discretion. When discretion is authorized for a master sign program or site plan review, that discretion may be exercised only as to location, structural and safety factors, and not as to message content, graphic design or artistic merit. Permissible factors for consideration include: style or character of existing improvements upon the site and lots adjacent to the site; construction materials; number and spacing of signs in the area; the sign's height, design, and location in relation to its proposed use; form, proportion, scale, overall sign size; potential effect of the proposed sign on driver and pedestrian safety; potential blocking of view (whole or partial) of a structure or facade or public view of historical or architectural significance; potential obstruction of views of users of adjacent buildings.

L. Master Sign Programs. Permit applications for Master Sign Programs as part of planned commercial, office-professional and industrial development shall include the above information as part of a Site Development Plan or Specific Plan. When approval is sought for a development that includes one or more signs, then the sign aspects of the proposed development must satisfy the applicable provisions of this Chapter. In addition, when a development project will have 6 or more leased spaces, it must also comply with the Master Sign Program requirements set forth in Section 18.47.130. Such proposals may be reviewed by the Director and shall be decided by the Planning Commission. In preparing a report for the Planning Commission, the Director may, but is not required to, make recommendations.

M. Revocation or Cancellation. The Director may revoke any approval or permit upon refusal or failure of the permittee to comply with the provisions of the permit and the requirements of this Chapter, after written notice of noncompliance and at least fifteen (15) calendar days opportunity to cure. However, opportunity to cure does not apply when a sign, by virtue of its physical condition, constitutes an immediate and significant threat to public safety.

N. Permits Issued in Error. Any approval or permit issued in error may be summarily revoked by the Director upon written notice to the permittee, stating the reason for the revocation. "Issued in error" means that the permit should not have been issued in the first place and includes but is not limited to omissions, errors or misrepresentations in the application materials, and oversights or errors in the processing thereof.

O. Inspections. All signs subject to one or more safety permits (building, plumbing, electrical, grading, etc.) require final inspection and approval by the Building Official.

P. Sign-Related Decisions. Challenges or objections to sign-related decisions, notices and orders, other than approval or denial of a sign permit, do not require a particular form, but must be in writing, signed by the applicant or challenger, and particularly state the matter challenged and the grounds therefore. Challenges shall be made to the Director within 30 days of the date of the decision, notice, and/or order. Challenges and objections to sign-related decisions not made in accordance with these procedures shall not be eligible for appeal.

Q. Levels of Review; Order of Review. Except for signs subject to initial review by the Planning Commission, initial review and decisions on all sign permit applications shall be by the Director unless otherwise stated herein; appeal is first to the Planning Commission and then to City Council.

R. Safety Codes. When a proposed sign, by virtue of its physical, structural, location, and other non-message factors, is subject to any permits or requirements under the safety codes, then satisfaction of such requirements shall be a condition of the sign permit.

S. Permit Denial. When a sign permit application is denied, the denial shall be in writing and sent or delivered to the address shown on the applicant's application form, and shall specifically state the grounds for denial.

T. Timely Decision. At each level of review or appeal, the decision shall be rendered in writing within 30 calendar days. The time period begins running when an appeal, challenge, or objection is received, the application is complete (or is deemed complete because no notice of incompleteness has been given), an amendment is received, or the notice of appeal has been filed, whichever applies. The timely decision requirement may be waived by the applicant or appellant. If a decision is not rendered within the required time, then the application or appeal shall be deemed denied; in the case of an appeal, the lower level decision shall be deemed affirmed.

U. Appeal. Any decision regarding a sign permit application or other sign-related decision may be appealed by any affected person. Notices of Appeal and challenges and objections to sign-related decisions must be filed with the City Clerk within thirty calendar days of the decision; if City offices are not open on the thirtieth day, then the time period is extended to the next day City offices are open to the public. Appeals shall be heard by the Planning Commission. The decision of the Planning Commission may be appealed to the City Council pursuant to 18.12.060, as augmented by this Chapter. The appeal right arises at the earliest of: a) the date of the written decision that is delivered to the applicant, or b) the time for decision has run without a written decision. The Notice of Appeal, Objection, or Challenge must state specifically the matter appealed from and the grounds for appeal. Notices of Appeal must be signed by the appellant or their authorized agent, representative, or attorney.

V. Status Quo. During the pendency of review or appeal, the status quo of the subject sign(s) shall be maintained. This does not apply whenever a sign, by virtue of its physical condition, constitutes an immediate threat to public safety.

W. Judicial Review. Following final decision by the City Council, any affected person may seek judicial review of the final decision on a sign permit application or other sign-related decision pursuant to the applicable provisions of the California Code of Civil Procedure.

X. Notices. Written notices by the City, required within this Chapter, shall be deemed given on the earliest of the following: when personally delivered, when publicly posted, or on the day of mailing. Notices are deemed effective when sent to the last known address of the addressee.

<u>18.47.060 Signs Exempt From Sign Permit Requirement</u>. The signs listed in this section are exempt from the requirement of prior approval (either by sign permit or site plan review), but still subject to the rules stated in this Chapter. When any residential sign meets the definition of "structure" in the Building Code, or is electrified, then compliance with all safety codes (building permits, electrical permits, *etc.*) is required. Signs may also be exempted from

the sign permit requirement by other sections of this Chapter, other chapters of this code, or other bodies of law.

A. Residential Signs. All legal residential dwelling units are allowed a defined maximum cumulative display area, which is available at all times, subject to:

1. Physical types: residential signs may be free standing or mounted on doors, walls, or fences; flag poles not exceeding 25 feet cumulative of linear footage; roof-mounted signs are prohibited;

2. Permissible message types: any variety or combination of constitutionally protected noncommercial speech (including but not limited to political / election signs); real estate signs (must be removed not more than five days after the proposed economic transaction is completed, or the property goes off the market); garage sale signs compliant with the other provisions in the Municipal Code addressing garage sales which is currently set forth at Section 7.21.060; construction site signs;

3. Prohibited message types: commercial messages other than those specified in the preceding subsection; general advertising for hire; any message whose public display is illegal;

4. Maximum display area: 16 square feet per parcel per frontage at all times; except that during the Election Period, when there shall be no limit on the maximum display area. The maximum display area is the cumulative total of all signs that are subject to the area limit. Not included within with the cumulative total: indicators of street address and occupants' name(s), visual images mounted on the ground (*i.e.*, door mats);

5. Maximum sign size: 6 square feet per sign at all times. The maximum sign size is the maximum square footage allowed for an individual sign.

6. Illumination: special illumination of residential signs is prohibited; residential signs may be illuminated only by natural and legal ambient lighting;

B. Construction Site Signs, subject to:

1. On single-family residential properties, construction site signs shall be no larger than 20 square feet per street frontage;

2. For all other construction projects: maximum display area for signs shall be no greater than 50 square feet per frontage;

3. Construction site signs must be removed prior to final inspection or before issuance of a certificate of completion or certificate of occupancy, as applicable;

4. Illumination: prohibited.

C. Signs required or authorized by other bodies of law or court orders;

D. Signs required by the fire department to designate fire lanes;

E. Nameplate identification signs and combination name plates and address signs with letters that do not exceed three inches in height, are not illuminated, and do not exceed four square feet in area;

F. Window signs that do not exceed 15% of the area of a window or 12 square feet, whichever is less;

G. Warning signs such as "no parking," "watch dogs," "private property," and "security service" that are not illuminated, do not exceed one square foot in area each, and do not project over a public right-of-way. No more than three of these signs shall be allowed per premises;

H. Bulletin boards, provided they do not exceed sixteen square feet in area, do not project over a public right of way, and are not illuminated;

18.47.070 Prohibited Signs. The signs listed in this section are prohibited in all zones and at all times unless explicitly authorized or allowed by another provision of this Chapter, another chapter of the code, or other applicable law.

1. New billboards, conversion of existing billboards to digital or dynamic or tri-vision display, expansion of the display face of any existing billboard (except as authorized by state law), and the installation of an additional display face to an existing billboard structure;

2. Mobile billboards, but not including taxis or shuttle vehicles or public transportation vehicles that legally pass through the city;

3. Signs mounted on roofs, water towers, radio, television, or cell phone towers;

4. Signs mounted on fences;

5. Signs mounted on trees, bushes, or vegetation;

6. Signs placed on property (public or private) without consent of the property owner or other party holding the present right of possession and control;

7. Signs that obstruct any window, door, gate or opening used or required as a means of regular ingress or egress, legal light or ventilation, as a fire escape or other emergency access or escape;

8. Signs displayed on vacant or undeveloped lots;

9. Signs whose intensity of illumination or size, shape or location interferes with the safe operation of a vehicle or creates distraction to the operator of a wheeled vehicle on adjoining public streets;

10. Signs mounted in such a manner as to obstruct the free flow of vehicular or pedestrian traffic;

11. Signs that are confusingly similar to authorized, official traffic and pedestrian control signs, even though they are in fact not traffic control signs;

12. Signs using animation, flashing, blinking, or intermittent light exceeding any of these operational parameters:

a. Illumination equivalent to incandescent light bulbs of sixty watts maximum per bulb;

b. Flashes or blinks more than 15 times per minute;

c. Chaser lights;

d. High intensity neon lights, tubes and flashing lights are prohibited on animated and flashing signs;

e. Rotating beacon lighting elements.

13. Advertising or attention-getting devices that are inflatable, float in air or water, or are activated by wind or forced air;

14. Temporary signs displaying off-site commercial messages or used for general advertising for hire, unless required by state law;

15. Signs placed in the public right-of-way, unless explicitly allowed by Chapter 13.28.

16. Signs mounted on motor vehicles parked in the public right of way.

18.47.080 Permanent Signs. Unless specifically exempted herein, all permanent signs require a sign permit. The following three types of signs are categorically exempt from this sign permit requirement: 1) signs installed and displayed pursuant to court order, statutory

requirement or authorization; 2) signs on residential properties; 3) signs posted by any governmental entity in the execution of its official duties.

A. Signs less than six square feet. The display on any non-residential parcel of any single sign or banner that is less than six square feet in area is allowed and is exempt from obtaining a sign permit.

B. Directional Signs. Directional signs that do not exceed a total of three square feet in size per sign, and total area combined does not exceed nine square feet per parcel, are allowed, and are exempt from obtaining a sign permit.

C. Freestanding Signs. A maximum of two freestanding or monument signs, not to exceed a total of one hundred square feet, are allowed, subject to a sign permit, for single-family subdivisions, multi-family developments, and mobile home parks.

D. Flags. On residential land uses, a total of 24 square feet of flag area may be displayed at any and all times; on non-residential land uses, there shall be no limit to the allowable flag area that may be displayed at any and all times. On residential lots, the number of flag poles is limited to a cumulative linear footage of 25 feet; on non-residential lots, the cumulative linear footage shall be limited to the maximum height allowed in the zone in which the property is located. Flag poles intended for permanent use are subject to appropriate building permits.

E. Permanent Signs in Commercial, Industrial, Mixed-Use, and Institutional Zones. Except in shopping centers (where special rules, stated in the next subsection, apply) and public assembly uses (to which special rules, stated below, apply), permanent signs may be installed on or along the face of a building in commercial zones and commercial uses in a mixed-use zone, and industrial or institutional zones, subject to the following:

1. Signs exceeding twenty five square feet in display area:

a. Maximum number: one sign per establishment premise per frontage along a street, freeway, or parking lot;

b. Sign area on the primary frontage shall not exceed 30 percent of the area of the building face or four square feet of sign for each linear foot of building face along that frontage, whichever is greater;

c. Sign area on a secondary frontage shall not exceed 15 percent of the area of the building face or two square feet per linear foot of secondary frontage, whichever is greater;

d. The sign face shall not be located, such as by a cabinet, deep lettering, or architectural feature, more than 18 inches from a building face.

2. Permanent signs with 25 square feet or less of display area in Commercial, Industrial, Institutional, Mixed-Use and Multi-Family Zones:

a. Location: only in windows or along the face of a building;

b. Maximum total cumulative area: not exceeding ten percent of the wall or elevation on which the sign is placed;

F. Permanent Signs in Shopping Centers. Permanent signs for establishments within a shopping center shall be limited to one per establishment premises per frontage on a common walkway, parking lot, driveway, alleyway, street, or freeway. The size and placement of these signs shall conform with the standards specified for Permanent Signs in Commercial, Industrial, Mixed-Use and Institutional Zones (Subsection 18.47.080(E)) as well as standards that may be applied through any required City Council or Planning Commission approval,

including but not limited to a conditional use permit, planned development permit, specific plan, or variance.

G. Public Assembly Uses. On property used for public assembly, with periodically changing programs, the following signs may be installed and displayed, subject to a sign permit:

1. Wall sign: one wall mounted sign not to exceed twenty square feet in area per street frontage or parking lot frontage; and

2. One freestanding changeable copy directory sign not to exceed six feet in height and twelve square feet in area per street frontage or parking lot frontage shall be allowed;

3. Provided, however, that the signs shall be architecturally related to the structure to which they are appurtenant;

4. Number Limit: No more than two wall-mounted signs plus no more than two freestanding signs.

H. Pole or Monument Signs in Commercial, Industrial, Mixed-Use, and Institutional Zones. Pole-mounted or freestanding signs are allowed subject to a sign permit in the commercial and industrial zones and non-residential uses in a mixed-use zone, subject to:

1. Number Limit: Pole signs or monument signs shall be limited to one sign per frontage on street, freeway, or parking lot, and may include a cluster sign identifying individual businesses on the parcel(s);

2. Display Area Limit:

a. The total area of any sign installed along the primary frontage shall not exceed four square feet per lineal foot of property on the primary frontage;

b. The total area of any sign installed along each secondary frontage shall not exceed two square feet per lineal foot of property on the secondary frontage;

3. Location: Sign structures shall not be placed within the required setback area applicable to that zone, except that projecting signs may protrude into or overhang a maximum distance of one-half of the setback.

4. Height Limit: Pole signs may be 1½ feet high for each 1-foot away from the centerline of the street on which the sign is located, but in no case exceeding:

a. MXC 1 & MXD 1 zones - 50 feet;

b. MXC 2 & MXD 2 zones - 50 feet. Signs exceeding 50 feet may be allowed if located near a freeway and approved by the Planning Commission as compatible with the other uses near the site;

c. CA & CS zones - 50 feet. Signs exceeding 50 feet may be allowed, up to a maximum of 75 feet, if located near a freeway and approved by the Planning Commission as compatible with the other uses near the site;

d. Industrial zones - 70 feet.

e. Institutional zones – 50 feet.

I. Rotating Signs in Commercial and Industrial Zones. Signs that rotate are restricted to no more than eight revolutions per minute. Rotating signs are allowable only in commercial and industrial zones.

J. Projecting Signs in Commercial, Industrial, Mixed-Use, and Institutional Zones. Projecting signs may be installed and displayed, subject to a sign permit, in all commercial, industrial, mixed-use, and institutional zones, subject to:

1. Projecting signs shall not project over any public right-of-way, including streets or alleys, except as provided in Subsection D, below;

2. The maximum height of any projecting sign shall be 12 feet, and may project above any eave or parapet of less than 12 feet in height, but may not project inward over any such eave or parapet.

3. Maximum display area for all sides: 32 square feet.

4. Projecting signs may project over street parkways and required setback areas a maximum of one-half of the street parkway or setback width. For the purpose of this section, "street parkway" is defined as that part of the public street right-of-way lying between the front property line and the edge of the roadway.

5. Number limit: No more than one projecting sign shall be placed on each street frontage per business premises.

6. Qualification: A projecting sign shall be permitted only in lieu of a freestanding or marquee sign, and may not be utilized in addition to a freestanding or marquee sign.

7. Design: Projecting signs shall be supported so as to appear to be an architectural and integral part of the building. The sign shall be free of any extra bracing, angle iron, guy wires, or cables.

K. Digital Display Signs. Signs using digital display are allowed in the following zones: industrial, commercial, and mixed-use districts, subject to a sign permit, and subject to:

1. Maximum height: the same rule that would apply to the same sign if it were not using digital display;

2. Minimum requirement: digital display must be part of a master sign program;

3. Maximum display area:

a. For properties that front on arterial roadways, the digital display portion of the sign structure shall not exceed 25% of the allowable display area;

b. For properties that front on highways, the digital display portion of a sign shall not exceed 50% of the allowable display area;

c. Maximum Number: No more than one sign using digital display may be permitted on a site. The electronic message display may be single-faced or double-faced.

d. Signs using digital display may not project moving images or images that appear to move; each still image must be on display a minimum of 8 seconds; transitions between still images shall not exceed one second.

e. Light Intensity: each sign using digital display shall include a photometric sensor that will adjust the intensity of the sign for daytime and nighttime viewing. The nighttime intensity shall be limited to 0.3 foot-candles (over ambient levels) as measured at a preset distance as established by the Lewin Report as prepared for the Outdoor Advertising Association of America (OAAA). The city may modify or further restrict the intensity of any DAD display should the lighting create a distraction to drivers or an adverse effect on nearby residential property.

f. Operational Hours: the digital display portion of any sign shall not be operated between the hours of 10:00 p.m. and 7:00 a.m.

g. Signs using digital display shall be shielded or the light intensity reduced as necessary to prevent annoying glare impacting surrounding properties.

h. All new signs using digital display, which are not attached to a building, shall be mounted on one support column only.

i. Signs using digital display may be located on the wall of a building, provided the sign does not obscure any of the building's windows, architectural features, or other architectural details.

j. No sign using digital display may be placed within one mile of another sign using digital display on the same side of a highway. No sign using digital display may be placed within 1000' of another digital display on any street.

k. Signs using digital display are limited to noncommercial messages and onsite commercial messages; such signs may not be used as billboards or for purposes of general advertising for hire.

18.47.090 Temporary Signs. All temporary signs must have attached to them contact information for the persons and/or entities placing the signs on public display. Such information must include, at a minimum, the name of the person(s) and/or entities, and currently valid contact information such as phone number, mailing address, or email address. The purpose of this requirement is to give the City a way to contact persons who exceeded the time limit or other rules regarding display of certain signs, and give them an opportunity to cure the violation. The contact information must be in an easily readable, common typeface, such as Times New Roman, Garamond, Helvetica, Arial, or similar. Type size much be at least ten point.

A. Construction Site Signs. Temporary signs may be installed and displayed on construction sites without permit, subject to:

1. The maximum total area for signs at single-family residential construction projects shall be 20 square feet per street frontage;

2. The maximum area of signage at other construction projects shall be 50 square feet per street frontage;

3. For any request for square-footage exceeding the limits set forth in Subsections A.1. and A.2., a temporary use permit is required, the granting or denial of which shall be based solely on objective criteria such as time, location, and size;

4. All signs must be removed prior to and as a condition of the final inspection and approval of the project.

B. Temporary Signs Regarding Real Property Offered For Sale or Lease. Temporary signs may be installed and displayed on real property that is currently offered for sale or lease, or otherwise pursuant to Civil Code 713, without a sign permit, subject to:

1. A maximum of two temporary signs may be installed on developed or undeveloped property, with the following requirements and specifications for the sign:

a. The maximum area of signage allowed by this section per parcel per street frontage in commercial, industrial, mixed-use, multi-family, or institutional zones shall be 50 square feet;

b. These signs shall not be specially illuminated;

c. Such signs shall be removed within ten days following the lease or sale of the premises on which the sign is displayed.

C. Temporary Signs for Special Events. Temporary signs may be installed and displayed when related to and for the duration of thirty (30) days prior and five (5) days after a special event, subject to:

1. Special Event Signs in Commercial, Industrial, Multi-family, Mixed-use and Institutional zones

a. Temporary signs which do not cumulatively exceed 32 square feet in display area per street frontage, are allowed subject to a special event permit;

b. Temporary signs, except flags and banners, shall not be fastened directly to the exterior wall or face of any building. Temporary signs may be displayed in windows or on display boards, provided the combined total area of all signs does not exceed ten percent of the area of the building face upon which the signs are mounted. (See Section 18.47.120 for restrictions on flags and banners.)

D. Temporary Signs in Residential Zones. Refer to Section 18.47.060 for signs in residential zones.

18.47.100 Vehicle Signs. Buses and taxis that legally traverse the public streets may display advertising; however, mobile billboards are prohibited on public streets and parking spaces.

18.47.110 Murals. Murals or mural-type signs, including those described as artistic murals, shall be treated as any other sign subject to signage area requirements.

18.47.120 Flags, Banners, and Pennants. Permit required: All banners require the approval of the planning division. In order to obtain approval, see application and drawings required at the city planning division.

A. Auto Sales Lots. These provisions apply to all motor vehicle sales. Flags, banners, and pennants may be displayed on automobile sales lots without time limitation or site plan review, provided that:

1. The displays are properly maintained;
2. Displays are limited to the perimeter of the lot;
3. Displays do not exceed a height of twenty-five feet above the ground;
4. Displays may not be used in place of a permanent sign.

B. Other Commercial and Industrial Uses. Flags, banners, and pennants may be displayed on other commercial and industrial uses for a cumulative period of sixty days within each calendar year. The time limit commences when a banner permit is issued by the planning director. The sixty-day period may be divided into two occasions per calendar year, provided the total display time does not exceed sixty days per calendar year. A banner permit fee and an administrative fee in an amount representing the anticipated city enforcement costs in causing the applicant to remove flags or banners shall be paid to the city treasurer at the time of application for site plan review. The administrative fee shall be refunded upon the verified removal of the flag or banner by the specified deadline.

C. The following shall apply to all displays of commercial flags, banners, and pennants, except for displays on auto sales lots:

1. Must be removed by the owner or occupant within fifteen days after a determination by the city manager or that the display is improperly maintained or the flag, banner or pennant is tattered or worn;
2. Shall not be larger than forty square feet (cumulative of all visible copy/image areas);
3. Shall not be displayed in lieu of a permanent sign;
4. Shall not be placed on a roof, placed in required yard areas, or landscaped areas;

5. Must be compatible with the primary building's appearance;

6. Violation of the time limits shall render the site ineligible for issuance of a permit for display of a flag, banner or pennant for a period of one year from the date that the violation is abated;

7. The restrictions of this section shall also apply to signs and banners located within the first eight feet of the interior of commercial or industrial premises when such sign or banner is visible to the exterior.

18.47.130 Master Sign Programs.

Purpose and Applicability. The purpose of the master sign program provisions is to provide a coordinated approach to signage for National City's business districts, which include but not limited to the Harbor District, Downtown, Mile of Cars, and Plaza Bonita. Whenever a development project will have 6 or more separately leased spaces, then a master sign program is required.

A. Approval. A master sign program shall require the approval of the planning commission and the city council, after considering the proposed design standards.

B. Design Standards. Master sign programs shall feature a unified and coordinated approach to the materials, color, size, type, placement, and general design of signs proposed for a project or property.

C. Effect of Master Sign Program. All subsequent signs proposed for a development or property subject to an approved master sign program shall comply with the standards and specifications included in the master sign program.

18.47.140 Nonconforming Signs; Abandoned Uses. Signs that were legal when first installed, and which have not been modified or expanded in a manner that was illegal at the time of modification or expansion, may continue in use, so long as there is no modification or expansion which violates the regulations of this Chapter. If the size or configuration of a parcel or building is changed by the subdivision or splitting of the property or alterations to the building or parcel, property identification signs and outdoor advertising signs on the resulting properties shall be required to conform to the sign regulations applicable to the newly created parcel or parcels, at the time such change becomes effective.

Nonconforming signs shall be removed or made conforming when the business or property changes occupancy or ownership.

A. Change of Land Use / Nonconforming Signs. When there is a change in the use of land upon which are located signs that do not conform to this Chapter, then all signs on the parcel, lot, or leasable space must be brought into conformance with this Chapter and all other applicable laws, rules, regulations and policies.

B. Abandoned Site or Building. When the use of any parcel or building is vacated, terminated, or abandoned for any reason for a period of more than ninety consecutive days, the owner or person in possession of the property shall be responsible for the physical removal of all signs on the property, building or wall(s), and for painting over the surface so as to obliterate any painted or printed signs on the building so that the copy is not visible, within thirty days following notice from the city. Removal, painting out, or obliteration shall be performed in a manner that does not create a blighting influence. Any sign that relates or pertains to an establishment that is not actually operating on the same site for a period of ninety (90) or more

consecutive calendar days shall be considered abandoned. Legal nonconforming use rights are extinguished when a sign qualifies as abandoned.

18.47.150 Safety, Maintenance, and Refacing.

A. Safety Codes – Compliance Required. All signs must comply with the applicable Uniform Building, Mechanical, Electrical Codes, and other safety codes adopted by the City. Safety Code Permits for installation shall be obtained, when required, prior to any installation, from the director of building and safety.

B. Maintenance. All signs and their supporting structures and components shall be maintained in a state of safe condition and good repair. Signs shall be "face washed" at least once a year. Electrically energized components must bear the seal of approval of an approved testing laboratory. Broken faces and burned-out lamps, bulbs, or tubes must be replaced within thirty days from the date of notification from the City. All permanent signs shall be "face washed" at least once a year. Electrically energized components must bear the seal of approval of an approved testing laboratory. Broken faces and burned-out lamps, bulbs, or tubes must be replaced within fifteen days from the date of notification from the city.

C. Refacing. Changing the copy or refacing of a sign shall require a sign reface permit. No consideration of message content shall occur. The purpose is to maintain an inventory of signs.

18.47.160 Enforcement and Removal.

A. Public Nuisance. All violations of this Chapter are declared to constitute public nuisances which may be abated by any method provided by law.

B. Enforcement. Each day of violation or non-compliance with these regulations shall be deemed as a separate offense and subject to all remedies available at law. Legal procedures and penalties shall be in accordance with the enforcement procedures established by the municipal code or state law.

C. Illegal Signs. Illegal signs may be abated by the City in accordance with its Municipal Code, state law, including but not limited to Business and Professions Code 5499.1 et. seq., or state law on abatement of public nuisances, or as otherwise provided by law.

D. Summary Abatement – Safety Hazards. If any sign is an immediate threat to the public health and safety by virtue of the physical condition of the sign structure, said sign may be immediately and summarily removed with the cost of such removal charged to the property owner in accordance with this Chapter.

E. Notice of Violation. Whenever any sign or part thereof, other than those causing an immediate threat to the public health and safety, constitutes an illegal sign and/or is erected or maintained in violation of this Chapter, the Director shall give written notice to all Responsible Parties to remove the sign or to bring it into compliance. The notice shall specify the nature of the violation, and give directions for a cure, which may include complete removal or replacement by a specific date. The notice shall advise the permittee, owner, or person in charge of the sign of the hearing rights established by this Chapter. The date for removal specified in the written notice shall not be less than ten (10) days from the date of the mailing of the notice for permanent signs; and, the date for removal specified in the written notice for temporary signs shall not be less than seven (7) days from date of the mailing of the notice. The responsible party receiving notice may request a hearing as detailed in 18.47.050.

F. Removal of Uncured Violations. Whenever the Responsible Parties fail to comply with an order of the Director made pursuant to this Section, and the time for cure has

elapsed without the cure being effected, the Director may remove the sign, or order it removed, either by the City's own force or by a private party under contract. The expense of the removal may be charged, jointly and severally, to any and all responsible parties. Such amount shall constitute a debt owed to the City. No permit shall thereafter be issued to any permittee, owner, or person in charge of a sign who fails to pay such costs. Any costs, including attorney's fees, incurred by the City in collection of the costs shall be added to the amount of the debt.

G. Cumulative Remedies. The provisions of this Section are alternative and additional remedies for the enforcement of this Chapter. Nothing in this Section shall preclude the City from enforcing the provisions of this Chapter by any other criminal, civil, or administrative proceeding.

18.47.170 Severability. The city council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the city council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning, and effect to the remaining provisions of this chapter.

PASSED and ADOPTED this _____ day of _____, 2016.

_____
Ron Morrison, Mayor

ATTEST:

_____
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City amending Titles 7 and 11 of the National City Municipal Code pertaining to recreational vehicles. (Neighborhood Services)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

An Ordinance of the City Council of the City of National City amending Titles 7 and 11 of the National City Municipal Code pertaining to recreational vehicles.

PREPARED BY: Armando Vergara **DEPARTMENT:** Neighborhood Services Department

PHONE: (619) 336-4364 **APPROVED BY:**

EXPLANATION:

A proposed ordinance amendment to Title 7 and 11 of the National City Municipal Code was introduced at the City Council Meeting on February 16, 2016.

Final adoption of the attached ordinance is needed to complete the Municipal Code Amendment process.

FINANCIAL STATEMENT: **APPROVED:** _____ **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** [ ] **FINAL ADOPTION:** [X]

STAFF RECOMMENDATION:

Adopt the Ordinance

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Ordinance

ORDINANCE NO. 2016 – 2410

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLES 7 AND 11 OF THE NATIONAL CITY MUNICIPAL CODE PERTAINING TO RECREATIONAL VEHICLES

WHEREAS, the parking or storing of motorhomes, boats, travel trailers and other recreational vehicles, whether motorized or towed, on city streets can negatively affect traffic safety and quality of life for those who live and work in National City; and

WHEREAS, traffic safety impacts of recreational vehicles ("RV") parked or stored on city streets include impaired visibility of pedestrians for drivers, impaired access to driveways and cross traffic on narrow residential streets, and impaired sight distance for drivers and pedestrians if the recreational vehicle is parked close to an intersection or on a curve; and

WHEREAS, the City has received numerous complaints about RVs being parked and illegally stored, RV's blocking street views and access, and RV discharge runoff issues; and

WHEREAS, the quality-of-life impacts of recreational vehicles parked or stored on National City streets include illegal discharge of wastewater onto streets or the storm water system, trash or litter by the recreational vehicle, reduced on-street parking for regular-sized vehicles for residents and business customers, blocked views of landscaping or other natural environmental features, and a sense of reduced security for nearby residents or business owners and patrons if the interior of a recreational vehicle parked or stored on a city street is hidden from view; and

WHEREAS, allowing recreational vehicles to park on city streets while being loaded or unloaded, or to park on a temporary basis with a permit, balances the needs of recreational vehicle owners in the city with other users of public streets; and

WHEREAS, California Vehicle Code section 22507 authorizes local authorities, by resolution or by ordinance, to restrict the parking of certain vehicles on certain streets during all or certain hours of the day, including designating certain streets upon which preferential parking privileges are given to residents adjacent to streets for their use and enjoyment, under which residents are issued permits that exempt them from the parking restriction; and

WHEREAS, pursuant to California Vehicle Code section 22507, such a parking restriction shall not apply until signs or makings giving adequate notice thereof are placed; and

WHEREAS, pursuant to California Vehicle Code section 22507, a resolution or ordinance adopted pursuant to this section may contain provisions that are reasonable and necessary to ensure the effectiveness of the parking restriction; and

WHEREAS, prohibiting the parking or storing of recreational vehicles on city streets promotes the health, safety and general welfare of the community by preserving the residential character of neighborhoods, preserving the commercial character of business areas, preventing the illegal discharge of wastewater from recreational vehicles into storm water systems, preventing the illegal disposal of trash on streets or easements, and preventing traffic

safety problems associated with recreational vehicles parking or being stored on city streets, such as impaired visibility for drivers and pedestrians or impaired access to driveways.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of National City as follows:

Section 1. Title 7 of the National City Municipal Code is amended by amending the Table of Contents of Chapter 7.20 to read as follows:

Chapter 7.20

OUTDOOR ACTIVITIES

Sections:

7.20.010 Definitions.
7.20.020 Billposting.
7.20.030 Charitable organization collection stations.
7.20.010 Applying graffiti.
7.20.010 Discharges of water into ground or into storm drains—Prohibited.
7.20.010 Harbor regulations.
7.20.010 Itinerant vendors, peddlers, and solicitors.
7.20.080 Occupying a recreational vehicle—Restricted.
7.20.090 *(Reserved)*
7.20.100 Off-road vehicles.
7.20.110 Removal of traffic obstructions.
7.20.120 *(Reserved)*
7.20.130 Repairing and washing of vehicles on residential property—Restricted.
7.20.140 Storage of inoperative or unlicensed vehicles, recreational vehicles and boats on private property, or parking on landscaped setback—Restricted.
7.20.150 Use of tarpaulins—Prohibited.

Section 2. That Chapter 7.20 is amended by amending Section 7.20.080 to read as follows:

7.20.080 Occupying a recreational vehicle—Restricted.

A. It is unlawful to occupy a recreational vehicle, as defined in Title 11 of this Code, for more than ten consecutive minutes between the hours of 2:00 a.m. and 6:00 a.m. while that vehicle is parked on a street or on public or private property, except when that vehicle is parked within a lawfully permitted mobile home park or campground, or except when actively loading or unloading a recreational vehicle for a period not to exceed two hours as permitted under Section 11.32.366 (b)(1). To occupy means to be physically present within the recreational vehicle for more than ten consecutive minutes.

B. It is unlawful to attach or hookup a recreational vehicle to a utility service providing gas, water, sewage, telephone or cable TV, or any combination, at any time, except in a lawfully permitted mobile home park or campground.

C. It is unlawful to hookup or attach a recreational vehicle to a utility service providing electricity, except where that connection is made to a battery recharging device for a period not to exceed twenty-four (24) hours for the purpose of recharging the vehicle's battery, and for no other purpose.

Section 3. Title 7 of the National City Municipal Code is amended by amending Section 7.20.140 to read as follows:

7.20.140 Storage of inoperative or unlicensed vehicles, recreational vehicles and boats on private property, or parking on landscaped setback—Restricted.

A. Notwithstanding the provisions of Title 18, it is unlawful to park, repair, or store any vehicle within or upon any unpaved portion of any public or private property. This section shall not be construed to prohibit the washing of a vehicle upon an unpaved portion of private property, provided that no liquids used in the washing shall drain onto a public street, with the exception of potable water.

B. It is unlawful to repair, store, or wash any vehicle within or upon any paved or unpaved portion of public property, or to park a vehicle except in an area designated for parking.

C. Except in paved areas or driveways specifically designed for parking, it is unlawful to park any vehicle, including a recreational vehicle or boat trailer, within the front yard or the exterior side yard setbacks of private residential property, or on the parkway or landscape area of the public right of way.

D. It is unlawful to park or store an unlicensed vehicle, any vehicle lacking current or valid registration plates or tags, any junked, wrecked, abandoned or inoperable vehicle, or any vehicle for which a certificate of nonoperation has been issued by the department of motor vehicles on residential property, except within a fully enclosed garage or building or behind a solid fence where it is not visible from the street or other public or private property. Any vehicle that is leaking fuel, oil, or transmission fluid shall not be parked on a public street, or on private property except within a garage or under a covered parking area.

E. It is unlawful to park or store any recreational vehicle or boat trailer:

1. On a residential parcel unless that recreational vehicle or boat trailer is owned by and registered to an occupant of a legal dwelling unit on the same parcel; or

2. On any other parcel unless the parcel is zoned and licensed for use as a recreational vehicle storage yard or repair facility.

F. Any vehicle, including a recreational vehicle or boat trailer, parked, or stored in violation of this Section 7.20.140 is declared to be a public nuisance, and is subject to abatement and removal in accordance with Chapters 1.44 and 11.48. Citations for violations of this Section shall not be issued until twenty-four (24) hours have elapsed after the placement of a notice of warning upon the offending vehicle or the concerned property when access to the vehicle is denied. Any vehicle lacking valid registration or subject to a certificate of non-operation that visually appears operable shall first be subject to administrative citation under Chapter 1.44 as a means of abatement before resort to Chapter 11.48 when initial abatement efforts are unsuccessful.

Section 4. Chapter 11.04 of the National City Municipal Code is amended by amending the Table of Contents to read as follows:

Chapter 11.04

DEFINITIONS

Sections:

11.04.010 Definitions—Generally.
11.04.020 Alley.
11.04.030 California Maintenance Manual.
11.04.040 Central traffic district.
11.04.050 City council.
11.04.060 Holiday.
11.04.070 Loading zone.
11.04.080 Official time standard.
11.04.090 Official traffic control device.
11.04.100 Official traffic signal.
11.04.110 Park.
11.04.120 Parkway.
11.04.130 Passenger loading zone.
11.04.140 Pedestrian.
11.04.150 Person.
11.04.160 Police officer.
11.04.165 Recreational vehicle.
11.04.170 Secondary traffic district.
11.04.180 Stop.
11.04.190 Traffic.
11.04.200 Oversized vehicle or load.

Section 5. Title 11 of the National City Municipal Code is amended by adding new section 11.04.165 to read as follows:

11.04.165 Recreational vehicle. "Recreational Vehicle" means any camp trailer, camper, fifth-wheel travel trailer, trailer coach, or house car as defined in California Vehicle Code sections 242, 243, 324, 362, 396, 635, recreational vehicle as defined in California Health and Safety Code section 18010, or boat or boat on a trailer, regardless of whether the boat or boat on a trailer is attached to a motor vehicle or carrier trailer as defined in California Vehicle Code 14.005.

Section 6. Chapter 11.32 of the National City Municipal Code is amended by amending the Table of Contents to read as follows:

Chapter 11.32

STOPPING, STANDING, AND PARKING

Sections:

11.32.010 Stop sign—Erection—Authority.
11.32.020 Stop sign—Obedience required.
11.32.030 Emerging from alley or private driveway.
11.32.040 Regulations—Applicability.
11.32.050 Parkways—Stopping in prohibited.
11.32.060 Vehicle storage on streets.
11.32.070 Violation of restricted hours—Vehicle removal.
11.32.080 Storage or repair of vehicles prohibited.
11.32.090 Parking parallel—Curb.
11.32.100 Angle loading—Permit.
11.32.101 Angle parking zones.
11.32.110 Near schools.
11.32.120 Narrow streets.
11.32.130 Hills.
11.32.140 Stopping or parking prohibited—Signs required.
11.32.150 Unlawful parking—Vending by vehicle.
11.32.160 Emergency parking signs.
11.32.170 Curb parking—Right-of-way.
11.32.180 Loading zone—Authority—Designation.
11.32.190 Curb markings.
11.32.200 Loading permitted—Effect.
11.32.210 Loading zone—Restrictions—Generally.
11.32.220 Loading zone—Passenger—Restrictions.
11.32.230 Alley—Restrictions.
11.32.240 Bus zones.
11.32.250 Taxi stands.
11.32.260 Time limit—Central traffic district.
11.32.270 Time limits—Other districts.
11.32.280 Time limits—Secondary traffic district.
11.32.290 Prohibited hours.
11.32.300 Absolutely prohibited.
11.32.310 Temporary parking restrictions and time limit—Generally.
11.32.320 Signs—Authorization.
11.32.330 Valet parking—Permits.
11.32.340 Valet parking—Defined.

11.32.350 Valet parking—Spaces designated.
11.32.360 Heavy-duty commercial vehicles—Parking restrictions in all residential districts and east of National City Boulevard.
11.32.365 Unattended heavy-duty detached trailers—Parking restrictions in commercial and industrial districts.
11.32.366 Parking recreational vehicles on city streets—Restricted.
11.32.370 Public parks.
11.32.371 Public property.
11.32.380 Parking or obstruction of fire lane prohibited—Towing authorized.
11.32.390 Unauthorized parking in reserved parking spaces prohibited.
11.32.400 Parking violation—Penalties.

Section 7. Title 11 of the National City Municipal Code is amended by amending paragraph C of Section 11.32.360 to read as follows:

11.32.360 Heavy-duty commercial vehicles—Parking restrictions in all residential districts and east of National City Boulevard.

C. For the purpose of this section, "heavy-duty commercial vehicle" means a single vehicle or combination of vehicles having more than two axles or weighing more than ten thousand pounds GVWR (gross vehicle weight rating), a single vehicle or combination of vehicles twenty feet or more in length, or a single vehicle or combination of vehicles six feet, eight inches or more in width, including dump trucks, moving vans, tractors, pole or pipe dollies, trailers and detached trailers or detached flatbed trailers. It shall not include a recreational vehicle.

Section 8. Title 11 of the National City Municipal Code is amended by adding new section 11.32.366 to read as follows:

11.32.366 Parking recreational vehicles on city streets-Restricted.

A. The city council finds that the increase in the number of recreational vehicles parked on city streets, highways, alleys, public ways or public places, or public right of ways has a detrimental effect on the public health, safety, and welfare of the residents and negatively affects the quality of life in the city. The purpose and intent of the city council is to establish a process to allow a city resident to park the recreational vehicle on a city street for a limited period of time.

B. No person shall park or leave standing any recreational vehicle, whether motorized or not, whether attached to motorized vehicle or not, at any time upon any highway, street, alley, public way, or public place, except as otherwise allowed, in the City of National City except:

1. While a person is actively loading or unloading a recreational vehicle for a period not to exceed two hours; or

2. When the registered owner or lessor of a recreational vehicle is in possession of a permit issued pursuant to Section 11.32.366.C.

C. For the purpose of this section, “recreational vehicle” shall include, but is not limited to the following:

1. Camp trailers (California Vehicle Code Section 242);
2. Fifth-wheel travel trailers (California Vehicle Code Section 324);
3. House cars (California Vehicle Code Section 362);
4. Trailer coaches (California Vehicle Code Section 635);
5. Mobile homes (California Vehicle Code Section 396);
6. Boats and/or trailers, including jet skis and/or jet ski trailers;
7. Dune buggies and off-road or all-terrain vehicles and/or trailers;
8. Trailers used for the transportation of equipment, vehicles, or animals;
9. Recreational vehicles (California Health & Safety Code Section 18010);
10. Folding camper trailers;
11. Any other motorized or towed vehicle designed, maintained or used primarily for recreational purposes.

D. Temporary Parking Permit Process

1. The City Manager, or designee, has the authority to adopt rules and regulations governing the permit process, and to issue permits for the parking of a recreational vehicle on a street if:

a. a written application is made to the City Manager on a form established by the City Manager, or designee;

b. the fees described in Section 11.32.366.F are paid; and

c. the City Manager, or designee, determines that the parking of the recreational vehicle will not create a safety hazard.

2. The permit shall be issued to a city resident or city property owner.

3. The permit shall include the name and address of the city resident or the city property owner, the license plate number of the recreational vehicle, the date of issuance, and the date(s) that the permit is valid.

4. The permit shall be valid only within the same block of the resident’s or property owners’ address, or upon a street adjacent to the resident’s address, on either side of the street.

5. The permit shall be valid for no longer than twenty-four hours.

6. A city resident or city property owner may obtain no more than three permits at one time for a period of no longer than seventy-two consecutive hours.

7. A city resident or city property owner may not obtain more than six permits in any calendar month. A city resident or city property owner may not obtain more than seventy-two permits in any calendar year.

8. There shall be three days between the expiration of a permit, or if a city resident or city property owner obtained two or three permits at one time the expiration of the second or third permit, and the issuance of another permit to the same city resident or city property owner.

9. The city resident or city property owner shall display the permit in the recreational vehicle in such a manner that it is clearly visible to city enforcement officers.

10. The permitted recreational vehicle shall be subject to all applicable parking restrictions of the National City Municipal Code and the California Vehicle Code.

11. A city resident or city property owner in possession of a permit must comply with all state and local laws, including posted parking restrictions.

12. The fee for obtaining a permit shall be established by resolution of the city council. The fee shall be included in the city's fee schedule.

E. Any person violating this Section is punishable as prescribed in Section 1.20.010.

F. As an alternative to Subsection E., a violation of any provision of this Section may be punishable with an administrative citation or other civil or administrative remedy pursuant to Title 1 of the National City Municipal Code.

Section 9. Severability. The city council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the city council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning, and effect to the remaining provisions of this chapter.

PASSED and ADOPTED this 15th day of March, 2016.

_____
Ron Morrison, Mayor

ATTEST:

_____
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
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 Conditional Use Permit for a wireless communications facility at 116 National City Blvd. (Applicant: Verizon Wireless) (Case File 2015-15 CUP) (Planning)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City approving a Conditional Use Permit for a wireless communications facility at 116 National City Blvd. (Applicant: Verizon Wireless) (Case File 2015-15 CUP)

PREPARED BY: Martin Reeder, AICP MK **DEPARTMENT:** Planning.

PHONE: 336-4313 **APPROVED BY:**

EXPLANATION:

The City Council conducted a public hearing on this item at the March 1, 2016 City Council meeting. Council asked staff to return with a resolution of approval, including added conditions addressing the continual maintenance of proposed landscaping and the abatement of all existing Code violations. Conditions 21 and 22 have been added in this regard.

The attached resolution is needed to take action on the item.

FINANCIAL STATEMENT: **APPROVED:** _____ **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

ENVIRONMENTAL REVIEW:

Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures)

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

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Resolution

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF NATIONAL CITY
APPROVING A CONDITIONAL USE PERMIT FOR
A WIRELESS COMMUNICATIONS FACILITY TO
BE LOCATED AT 116 NATIONAL CITY BOULEVARD
APPLICANT: PLANCOM, INC., FOR VERIZON WIRELESS
CASE FILE NO. 2015-15 CUP
APN: 555-020-14

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit ("CUP") for a wireless communications facility to be located at 116 National City Boulevard at duly advertised public hearings held on November 3, 2015 and March 1, 2016, at which time the City Council considered evidence; and

WHEREAS, at said public hearing, the City Council considered the staff report provided for Case File No. 2015-15 CUP, which is maintained by the City and incorporated herein by reference, along with any other evidence presented at said hearing; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the evidence presented to the City Council at the public hearings held on November 3, 2015 and March 1, 2016, support the following findings:

RECOMMENDED FINDINGS FOR APPROVAL
OF THE CONDITIONAL USE PERMIT

1. That the proposed use is allowable within the applicable zoning district pursuant to a conditional use permit and complies with all other applicable provisions of the Land Use Code, because a wireless communications facility is a conditionally-permitted use in Development Zone 1A of the Downtown Specific Plan Area.

2. That the proposed use is consistent with the General Plan and any applicable specific plans, because Policy E-3.3 of the General Plan is to increase access to wireless internet connections, computers, and other forms of communication technology, and because wireless communications facilities are a conditionally-allowed use in Development Zone 1A of the Downtown Specific Plan Area.

3. That the site for the proposed use is adequate in size and shape, because the facility, including the faux palm tree and equipment shelter (364 square feet), can easily be accommodated on the 5,750 square-foot site, and will not affect surrounding existing uses.

4. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, because the unmanned wireless communications facility requires only one to two visits each month for routine maintenance, which will have a negligible effect on the adjacent developed streets.

5. That the proposed use will not have an adverse effect upon adjacent or abutting properties, because the 50-foot artificial palm tree will adequately screen the twelve panel antennas, and because the equipment shelter will blend in with adjacent commercial development.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA), because staff has already determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes a wireless communications facility at 116 National City Boulevard. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibits A-Revised and B-Revised (a), dated December 15, 2015, Case File No. 2015-15 CUP. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.

2. Before this Conditional Use Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

3. Within four (4) days of approval, pursuant to Fish and Game Code Section 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.

4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

Building

5. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, Mechanical, Energy, and Fire Codes.

6. Call 800-227-2600 (Underground Service Alert) for mark out prior to any digging activities.

7. Television cable companies shall be notified a minimum of 48 hours prior to filling of cable trenches.

8. Exterior walls of accessible poles/walls to a height of not less than six feet (6') shall be treated with a graffiti resistant coating subject to approval from the Building Official. Graffiti shall be removed within 24 hours of its observance.

Fire

9. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).

10. Emergency Generator Shutdown procedures shall be posted in a conspicuous area on the exterior of the emergency generator enclosure. The sign shall be clearly visible from the public right-of-way. If the power source is inside a building and cannot be seen from the public right-of-way, a sign shall be placed in a position that can be easily seen by emergency personnel on foot.

11. A 704 emergency placard shall be posted at the site. The Sign shall be clearly visible from the public right-of-way.

12. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections of all phases of work are required.

Engineering

13. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review to City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.

14. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. If required, an approved SWPPP will be required prior to issuing of a construction permit.

Planning

16. Testing and/or maintenance activities involving operation of the emergency generator shall only be conducted during daylight hours and subject to the limitations contained in Table III of National City Municipal Code Section 12.06.040

17. All appropriate and required local, state, and/or federal permits must be obtained prior to operation of the wireless communications facility.

18. Any equipment visible to the exterior of the facility, including cable chases/trays, shall be painted to match the surface on which it is mounted.

19. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.

20. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.

21. In the event that the property is developed, the facility shall be incorporated into the new development subject to design requirements for wireless communications facilities applicable at that time, relocated, or decommissioned.

22. A detailed landscape and automatic, below grade irrigation plan, including plant species, sizes of plant material, methods of planting, etc., shall be submitted prior to issuance of building permits for review and approval by the Planning Department. The landscape plan shall include a minimum of three live palm trees (Washington filifera or robusta) with a minimum brown trunk height of 26 feet, or a height sufficient to ensure a minimum mature of 50 feet within 5 years. The palms shall be continually maintained in a healthy condition and shall be removed and replaced in the event they should expire.

23. All Code violations (e.g., non-permitted construction, lack of appropriate business license) shall be resolved prior to issuance of building permits.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

--- Signature Page to Follow---

PASSED and ADOPTED this 15th day of March, 2016.

_____
Ron Morrison, Mayor

ATTEST:

_____
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) awarding a contract to Fordyce Construction, Inc. in the not-to-exceed amount of $325,285.00 for the Las Palmas Park Municipal Pool/Camacho Gym/Fire Station 31 Improvements Project, CIP No. 1

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) awarding a contract to Fordyce Construction, Inc. in the not-to-exceed amount of $325,285.00 for the Las Palmas Park Municipal Pool/Camacho Gym/Fire Station 31 Improvements Project, CIP No. 16-02; 2) authorizing a 15% contingency in the amount of $48,792.75 for any unforeseen changes; 3) authorizing the Mayor to execute the contract; 4) authorizing the appropriation of $16,068.78 in the Fire Department DIF CIP account from the Fire Department DIF fund balance and appropriation of $34,500.00 in the Aquatic Center CIP account from the General Fund fund balance to supplement existing appropriations.

PREPARED BY: Jose Lopez, Civil Engineering Tech. **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4312 **APPROVED BY:**

EXPLANATION:

See attached.

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. **APPROVED:** MIS

001-409-500-598-4133 (Las Palmas Park Improvements): $175,015.00
001-409-500-598-1609 (Fire Station 31 Improvements): $80,000.00
325-409-500-598-1217 (Fire Department DIF): $35,770.00
001-409-500-598-3816 (Aquatic Center): $34,500.00

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt Resolution awarding a contract to Fordyce Construction, Inc. in the not-to-exceed amount of $325,285.00 for the Las Palmas Park Municipal Pool/Camacho Gym/Fire Station 31 Improvements Project, CIP No. 16-02.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Resolution

EXPLANATION

The project represents Phase I of refurbishments to the National City Municipal Pool, Camacho Recreation Center and Fire Station 31.

On February 4, 2016, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On February 8, 2016 and February 15, 2016, the bid solicitation was advertised in local newspapers.

On March 1, 2016, three (3) bids were received electronically on PlanetBids by the 1:00 p.m. deadline. Bid results were available immediately after the 1:00 p.m. deadline. Fordyce Construction, Inc. was the apparent lowest bidder with a total base bid plus additive bid amount of $551,943.50, as the basis of bid award. Upon review of all documents submitted and reference checks, Fordyce Construction, Inc.'s bid was found to be responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Therefore, staff recommends awarding a contract to Fordyce Construction, Inc. in the not-to exceed amount of $325,285.00, which includes the following:

- Combined Base Bid amount of $261,275.00
    - National City Municipal Pool - Improvements to the office/showers and pool equipment buildings, and security lighting upgrades;
    - Camacho Recreation Center - Replacement of exterior doors, replacement of roof mounted power ventilators, refinishing the gymnasium floor, roof repairs, stucco and drip screen repairs, skylight waterproofing, and re-grading turf area for drainage;
    - Fire Station 31 - Bathroom repairs and upgrades, provide and install new portable gas grill, removal of the planter area and replacement with asphalt pavement, replacement of HVAC units, and painting of the building exterior.
- Additive Bid Line Item 32 in the amount of $18,500.00 - removal and disposal of the bungalows in parking lot near Aquatic Center; restripe the adjacent parking lot as needed.
- Additive Bid Line Item 33 in the amount of $16,000.00 - remove temporary meter and replace with permanent stainless steel electric meter pedestal with breaker panel; meter provides service to dock pumps and security cameras for Aquatic Center.
- Additive Bid Line Item 34 in the amount of $12,250.00 - install fence enclosing the Children's pool equipment at the National City Municipal Pool.

- Additive Bid Line Item 35 in the amount of $2,700.00 - install gate enclosing the Children's pool equipment at the National City Municipal Pool.

- Additive Bid Line Item 40 in the amount of $11,560.00 - remove and dispose of existing sink, provide and install new silestone countertop and stainless steel sink at Fire Station 31.

- Additive Bid Line Item 41 in the amount of $3,000.00 - remove and dispose of existing backsplash, provide and install new silestone backsplash at Fire Station 31.

Staff also recommends authorizing a 15% contingency in the amount of $48,792.75 to address any unforeseen conditions that may arise.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference.

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

BID OPENING RESULTS

NAME: LAS PALMAS PARK MUNICIPAL POOL/ CAMACHO GYM/ FIRE STATION 31 IMPROVEMENTS
CIP NO: 16-02
DATE: Tuesday, March 1, 2016
TIME: 1:00 P.M.
ESTIMATE: $475,000
PROJECT ENGINEER: Stephen Manganiello

NO.	BIDDER'S NAME	BASE BID	ADDITIVE BIDS	GRAND TOTAL*	BID SECURITY - BOND
1.	Fordyce Construction, Inc. 9932 Prospect Ave #138 Santee, CA 92071	$261,275.00	$290,668.50	**$551,943.50**	Bond
2.	Vasquez Construction Company 3009 G Street San Diego, CA 92102	$282,111.45	$359,247.47	**$641,358.92**	Bond
3.	SWCS, Inc. 11653 Riverside Dr. Ste. 153 Lakeside, CA 92040	$376,675.25	$295,617.13	**$672,292.38**	Bond

* If an additive, alternate or additive/alternate bid items are called for in the Contract Documents, the sum of the base bid and all additive, alternate and additive/alternate bids, if any, shall be used to determine the lowest responsive bid.

Bid Results for Las Palmas Park Municipal Pool/Camacho Gym/Fire Station 31 Improvements Project (CIP No. 16-02)

				Fordyce Construction, Inc.		Vasquez Construction Company		SWCS, Inc	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
	Base Bid-Las Palmas Pool and Camacho Gym								
1	Mobilization/Demobilzation for Las Palmas Pool and Camacho Gym	LS	1	$5,000.00	$5,000.00	$34,881.00	$34,881.00	$32,500.00	$32,500.00
2	Remove and Replace 2"x 8" Facia on East side of shower building	LF	235	$21.00	$4,935.00	$13.10	$3,078.50	$9.00	$2,115.00
3	Replace flashing at easterly eave at fascia replacement and repair roof and connection to flashing	LF	235	$43.00	$10,105.00	$27.00	$6,345.00	$14.25	$3,348.75
4	Remove and replace deficient 1"x6" T&G eave	SF	265	$18.50	$4,902.50	$16.32	$4,324.80	$42.72	$11,320.80
5	Paint fascia and eave of easterly side of administrative/shower building	LS	1	$11,200.00	$11,200.00	$3,590.00	$3,590.00	$3,952.00	$3,952.00
6	Repair rafters on easterly side administrative/shower building	EA	10	$110.00	$1,100.00	$171.13	$1,711.30	$728.00	$7,280.00
7	Replace gas pipe in pool equipment (acid) room	LF	20	$60.00	$1,200.00	$382.50	$7,650.00	$286.00	$5,720.00
8	Provide and install new power ventilator in pool equipment room	LS	1	$7,000.00	$7,000.00	$1,271.00	$1,271.00	$5,164.00	$5,164.00
9	Remove and Replace pool overhead flood lights	EA	15	$2,200.00	$33,000.00	$840.00	$12,600.00	$2,434.00	$36,510.00
10	Remove and replace pool security lights	EA	5	$2,500.00	$12,500.00	$750.00	$3,750.00	$3,504.00	$17,520.00
11	Repair doors at Camacho Gym	EA	3	$1,000.00	$3,000.00	$1,000.00	$3,000.00	$1,200.00	$3,600.00
12	Refinish/restripe Camacho Gym wood floor	SF	7335	$3.50	$25,672.50	$3.11	$22,811.85	$4.82	$35,354.70
13	Replace powered roof vents at Camacho Gym	EA	2	$5,300.00	$10,600.00	$7,680.00	$15,360.00	$1,125.00	$2,250.00
14	Regrade around northerly and easterly sides of Camacho gym and remove PCC mow curbs	LS	1	$5,700.00	$5,700.00	$8,000.00	$8,000.00	$10,200.00	$10,200.00
15	Repair roof over Camacho Facility (minimum 25 square foot repair each)	SF	500	$12.20	$6,100.00	$9.00	$4,500.00	$12.80	$6,400.00

Bid Results for Las Palmas Park Municipal Pool/Camacho Gym/Fire Station 31 Improvements Project (CIP No. 16-02)

				Fordyce Construction, Inc.		Vasquez Construction Company		SWCS, Inc	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
16	Reseal roof penetrations at Camacho Facility (excluding gym skylights)	LF	100	$21.00	$2,100.00	$15.00	$1,500.00	$17.00	$1,700.00
17	Repair and waterproof Camacho Gym skylight connections to roof	EA	6	$100.00	$600.00	$300.00	$1,800.00	$1,982.00	$11,892.00
18	Repair drip screen and stucco around Camacho Gym building	LF	100	$61.00	$6,100.00	$46.00	$4,600.00	$29.80	$2,980.00
19	Provide and install new continuous operation ventilation fan and approximately 12 feet of new power conductors and conduit in the acid room	LS	1	$3,000.00	$3,000.00	$1,500.00	$1,500.00	$3,100.00	$3,100.00
				Subtotal	$153,815.00		$142,273.45		$202,907.25
	Base Bid-Fire Station 31								
20	Mobilization/demobilization for Fire Station 31	LS	1	$4,000.00	$4,000.00	$34,880.00	$34,880.00	$29,560.00	$29,560.00
21	Mens' Bathroom: Repair tile; clean, repair and seal grout; replace shower door in kind; repaint ceiling white; replace register to match; replace fan/light with moisture sensing fan controlled fan/light	LS	1	$10,300.00	$10,300.00	$6,356.00	$6,356.00	$12,250.00	$12,250.00
22	Mens' Bathroom: Replace double sink with Silestone countertop with integrated double sink and resinstall with existing faucets	LS	1	$4,400.00	$4,400.00	$7,408.00	$7,408.00	$12,950.00	$12,950.00
23	Remove and replace all interior ceiling fourescent lights with led light fixtures	EA	41	$460.00	$18,860.00	$524.00	$21,484.00	$528.00	$21,648.00
24	Provide and install portable gas grill	LS	1	$9,800.00	$9,800.00	$6,540.00	$6,540.00	$2,500.00	$2,500.00
25	Remove planter at easterly property line and replace with AC, PG 6410 C2 mix	LS	1	$7,600.00	$7,600.00	$6,200.00	$6,200.00	$16,450.00	$16,450.00
26	Replace rooftop HVAC unit	EA	2	$9,900.00	$19,800.00	$5,821.00	$11,642.00	$9,500.00	$19,000.00

Bid Results for Las Palmas Park Municipal Pool/Camacho Gym/Fire Station 31 Improvements Project (CIP No. 16-02)

				Fordyce Construction, Inc.		Vasquez Construction Company		SWCS, Inc	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
27	Remove exterior wood trellis and ledger and patch stucco to match existing	LS	1	$1,000.00	$1,000.00	$3,500.00	$3,500.00	$9,950.00	$9,950.00
28	Prepare, patch and paint exterior stucco and trim	LS	1	$10,600.00	$10,600.00	$22,844.00	$22,844.00	$28,980.00	$28,980.00
29	Prepare and paint ceiling throughout the fire station interior	LS	1	$8,600.00	$8,600.00	$6,484.00	$6,484.00	$7,980.00	$7,980.00
				Subtotal	**$94,960.00**		**$127,338.00**		**$161,268.00**
				Base Bid					
30	Field Orders	AL	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
31	Building Permit Fees Reimbursment Allowance	AL	1	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
				Subtotal	**$12,500.00**		**$12,500.00**		**$12,500.00**
				Combined Base Bid	**$261,275.00**		**$282,111.45**		**$376,675.25**
				Additive Bids					
32	Demolish and dispose or remove the Bungalows at Pepper Park parking lot and restripe the adjacent parking lot missing striping.	LS	1	$18,500.00	$18,500.00	$24,581.00	$24,581.00	$26,580.00	$26,580.00
33	Remove temporary meter and replace with permanent stainless steel electric meter pedestal with breaker panel at Pepper Park parking lot planter per SDG&E and CBC requirements	LS	1	$16,000.00	$16,000.00	$14,705.00	$14,705.00	$14,950.00	$14,950.00
34	Childrens' Pool equipment fencing	LF	70	$175.00	$12,250.00	$184.36	$12,905.20	$180.00	$12,600.00
35	Childrens' Pool equipment 36"Gate	EA	1	$2,700.00	$2,700.00	$3,073.00	$3,073.00	$1,200.00	$1,200.00
36	Remove old and provide and install new pool underwater LED lights	EA	26	$1,250.00	$32,500.00	$1,123.00	$29,198.00	$1,352.00	$35,152.00
37	Install decking surface in pool areas	SF	28144	$6.00	$168,864.00	$8.21	$231,062.24	$6.07	$170,834.08

Bid Results for Las Palmas Park Municipal Pool/Camacho Gym/Fire Station 31 Improvements Project (CIP No. 16-02)

				Fordyce Construction, Inc.		Vasquez Construction Company		SWCS, Inc	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
38	Install decking surface in men's changing area and showers	SF	2150	$6.30	$13,545.00	$8.60	$18,490.00	$6.07	$13,050.50
39	Install decking surface in women's changing area	SF	1865	$6.30	$11,749.50	$8.60	$16,039.00	$6.07	$11,320.55
40	Remove and dispose of old and provide and install new silestone countertop and stainless steel sink	LF	17	$680.00	$11,560.00	$332.59	$5,654.03	$390.00	$6,630.00
41	Remove and dispose of old and provide and install new silestone backsplash	SF	30	$100.00	$3,000.00	$118.00	$3,540.00	$110.00	$3,300.00
				Additive Bids Total	**$290,668.50**		**$359,247.47**		**$295,617.13**
				Summary					
				Base Bid					
	e Bid-Las Palmas Pool and Camacho Gym				$153,815.00		$142,273.45		$202,907.25
Base Bid-Fire Station 31					$94,960.00		$127,338.00		$161,268.00
Base Bid					$12,500.00		$12,500.00		$12,500.00
				Combined Base Bid	**$261,275.00**		**$282,111.45**		**$376,675.25**
				Combined Base Bid Awarded	**$261,275.00**		**$282,111.45**		**$376,675.25**
				Additive Bids					
Additive Bid Line Item 32- Remove Bungalows at Pepper Park					$18,500.00		$24,581.00		$26,580.00
Additive Bid Line Item 33- Stainless Steel Meter Pedestal at Pepper Park					$16,000.00		$14,705.00		$14,950.00
Additive Bid Line Item 34- Childrens' Pool equipment fencing					$12,250.00		$12,905.20		$12,600.00
Additive Bid Line Item 35- Childrens' Pool equipment 36"Gate					$2,700.00		$3,073.00		$1,200.00
Additive Bid Line Item 36-Remove old and provide and install new pool underwater LED lights					$32,500.00		$29,198.00		$35,152.00
Additive Bid Line Item 37- Install decking surface in pool areas					$168,864.00		$231,062.24		$170,834.08
Additive Bid Line Item 38- Install decking surface in men's changing area and showers					$13,545.00		$18,490.00		$13,050.50
Additive Bid Line Item 39- Install decking surface in women's changing area					$11,749.50		$16,039.00		$11,320.55

Bid Results for Las Palmas Park Municipal Pool/Camacho Gym/Fire Station 31 Improvements Project (CIP No. 16-02)

				Fordyce Construction, Inc.		Vasquez Construction Company		SWCS, Inc	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
Additive Bid Line Item 40-Provde and install new countertop and stainless steel sink					$11,560.00		$5,654.03		$6,630.00
Additive Bid Line Item 41- Provide and Install new silestone backsplash					$3,000.00		$3,540.00		$3,300.00
Additive Bids Total					**$290,668.50**		**$359,247.47**		**$295,617.13**
Additive Bids Awarded*					**$64,010.00**		**$64,458.23**		**$65,260.00**
Grand Total (Combined Base Bid plus Additive Bids Total)					**$551,943.50**		**$641,358.92**		**$672,292.38**
Grand Total Awarded (Combined Base Bid Awarded plus Additive Bids Awarded)					**$325,285.00**		**$346,568.68**		**$441,935.25**

dditive Bids Awarded include Additive Bid Line Item #'s 32, 33, 34, 35, 40 & 41.

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AWARDING A CONTRACT TO FORDYCE CONSTRUCTION, INC., IN THE NOT-TO-EXCEED AMOUNT OF $325,285.00 FOR THE LAS PALMAS PARK MUNICIPAL POOL/CAMACHO GYM/FIRE STATION 31 IMPROVEMENTS PROJECT, AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF $48,792.75 FOR ANY UNFORESEEN CHANGES, AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT, AND AUTHORIZING AN APPROPRIATION OF $16,068.78 IN THE FIRE DEPARTMENT DIF CIP ACCOUNT FROM THE FIRE DEPARTMENT DIF FUND BALANCE AND AN APPROPRIATION OF $34,500.00 IN THE AQUATIC CENTER CIP ACCOUNT FROM THE GENERAL FUND FUND BALANCE TO SUPPLEMENT EXISTING APPROPRIATIONS

WHEREAS, the Las Palmas Park Municipal Pool/Camacho Gym/Fire Station 31 Improvements Project (the "Project") represents Phase I of refurbishments to the National City Municipal Pool, Camacho Recreation Center, and Fire Station 31; and

WHEREAS, on March 1, 2016, the Engineering Department, publicly opened, examined, and declared three (3) sealed bids for the Project; and

WHEREAS, Fordyce Construction, Inc., was the lowest responsive bidder qualified to perform the work as described in the project specifications with a total bid amount of $325,285.00; and

WHEREAS, a 15% contingency amount up to $48,792.75 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the Las Palmas Park Municipal Pool/Camacho Gym/Fire Station 31 Improvements Project to the lowest responsive, responsible bidder, to wit:

FORDYCE CONSTRUCTION, INC.

BE IT FURTHER RESOLVED by the City Council that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of $325,285.00 with Fordyce Construction, Inc., for the Las Palmas Park Municipal Pool/Camacho Gym/Fire Station 31 Improvements Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council hereby authorizes a 15% contingency amount up to $48,792.75 for any unforeseen changes to the Project.

BE IT FURTHER RESOLVED that the City Council hereby authorizes an appropriation of $16,068.78 in the Fire Department DIF CIP account from the Fire Department DIF fund balance.

BE IT FURTHER RESOLVED that the City Council hereby authorizes an appropriation of $34,500.00 in the Aquatic Center CIP account from the General Fund fund balance to supplement existing appropriations.

--- Signature Page to Follow---

PASSED and ADOPTED this 15th day of March, 2016.

_____
Ron Morrison, Mayor

ATTEST:

_____
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
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 appropriation of $350,000 in the Environmental Compliance Contract Services maintenance and operations account from General Fund fund balance to fund emergency channel maintenance

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the appropriation of $350,000 in the Environmental Compliance Contract Services maintenance and operations account from General Fund fund balance to fund emergency channel maintenance for Paradise Creek as provided under U.S. Army Corps of Engineers Regional General Permit No. 63 issued to the City of National City on January 29, 2016.

PREPARED BY: Stephen Manganiello **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4382 **APPROVED BY:**

EXPLANATION:

See attached.

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. **APPROVED:** MIS

001-416-030-299-0000 (Environmental Compliance Contract Services): $350,000.00

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Adopt Resolution authorizing the appropriation of $350,000 in the Environmental Compliance Contract Services maintenance and operations account from General Fund fund balance to fund emergency channel maintenance for Paradise Creek.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ Study Area Exhibits
2. Resolution

EXPLANATION

On January 29, 2016, the U.S. Army Corps of Engineers issued Regional General Permit No. 63 to allow for emergency maintenance of portions of the open channels and box culverts within Paradise Creek. Maintenance activities started in early February and are estimated to continue through April 2016. The estimated cost to complete the maintenance, which also includes project management, inspections and environmental oversight, is $350,000.

The official scope of work as authorized by Regional General Permit No. 63 is as follows:

1. Permanently impact approximately 0.028 acre of disturbed wetland waters of the U.S. and non-wetland waters of the U.S. (250 linear feet) within the earthen-lined section of Upper Paradise Creek by removing approximately 200 cubic yards of sediment and vegetation. The removal of sediment and vegetation will include mechanized equipment such as a backhoe and excavator to be located within the channel. This section is located between S. Harbison Avenue and E. Plaza Boulevard, as shown in Figure 1 - Upper Paradise Creek Vicinity Map and Figure 2 - Upper Paradise Creek Vegetation and Jurisdictional Waters.

2. Permanently impact approximately 600 linear feet (0.393 acre) of open water wetland water of the U.S. (excluding the coastal salt marsh shown in Figure 2) within the earthen-lined section of Lower Paradise Creek by removing approximately 1,500 cubic yards of sediment and non-native vegetation. This section is located between West Avenue and West 18th Street and a small portion is located south of West 18th Street, as shown in Figure 1 - Lower Paradise Creek Vicinity Map and Figure 2 - Lower Paradise Creek Vegetation and Jurisdictional Waters. The removal of sediment and vegetation will include mechanized equipment such as a backhoe and excavator to be located within the channel.

Since the remaining balance in the Environmental Compliance Contract Services maintenance and operations account is committed to pay for other environmental services and fees, staff is requesting City Council authorization to appropriate $350,000 from General Fund fund balance to fund emergency channel maintenance for Paradise Creek as provided under U.S. Army Corps of Engineers Regional General Permit No. 63 issued to the City of National City on January 29, 2016.

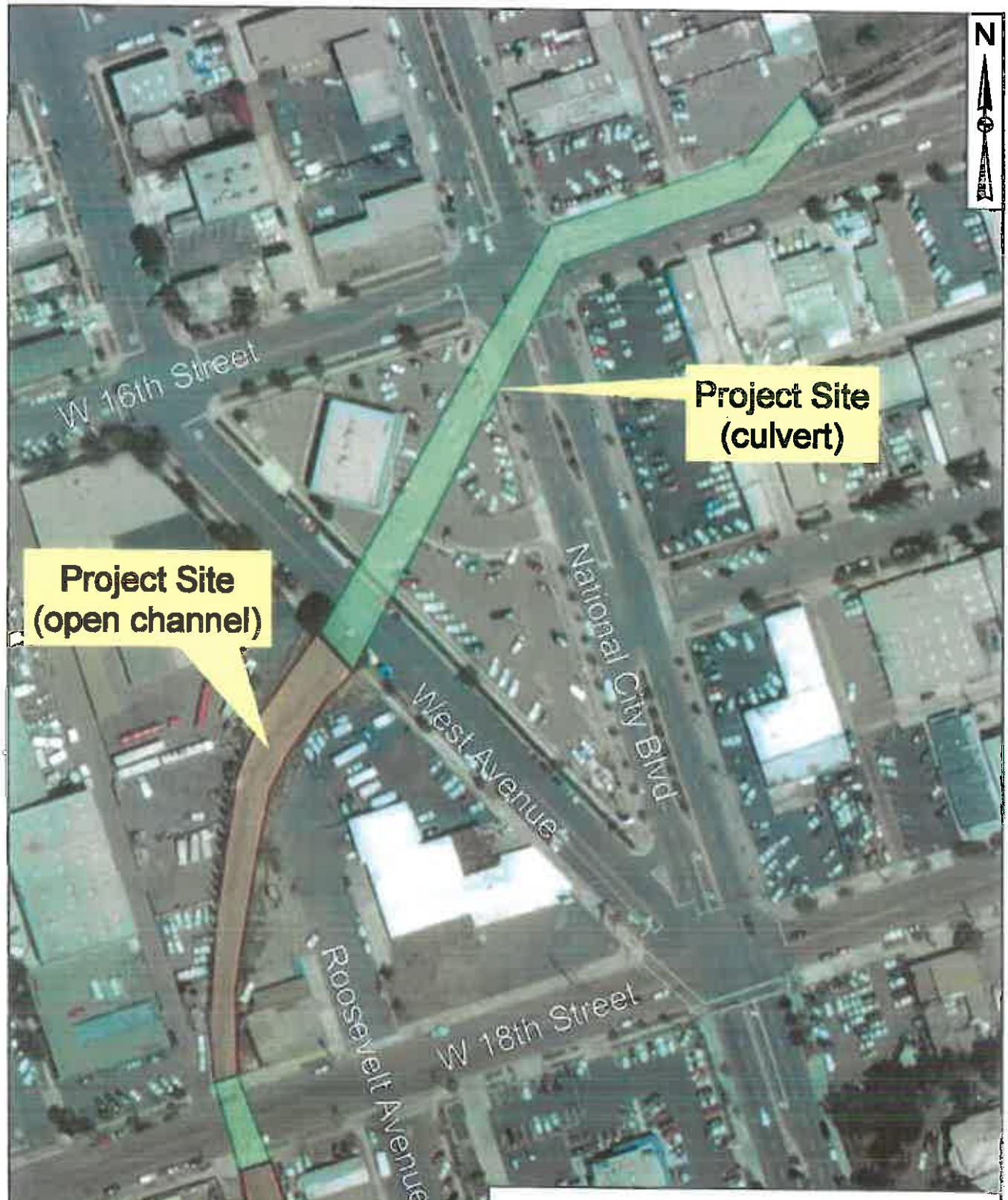
Upper Paradise Creek

Vicinity Map

Paradise Creek Emergency Maintenance

Geosyntec consultants	NATIONAL CITY	Figure 1
San Diego	January 2016	

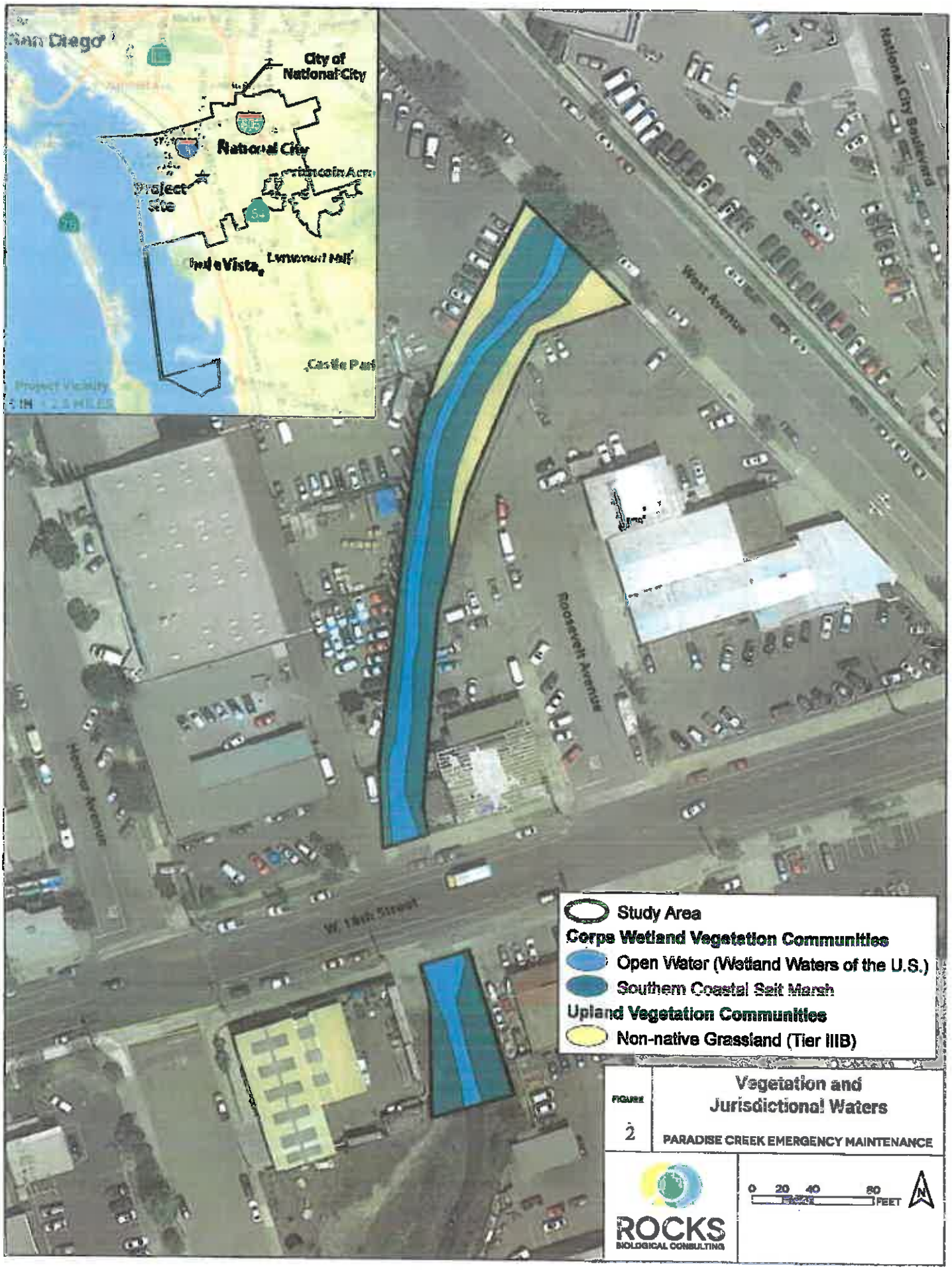
Upper Paradise Creek



Vicinity Map

Paradise Creek Emergency Maintenance

Geosyntec consultants	NATIONAL CITY 1887	Figure 1
San Diego	January 2016	


San Diego
City of National City
National City
Project Site
Lincoln Acres
Bonita Vista
Lemon Grove
Castle Park
Project Vicinity
National City Boulevard
West Avenue
Roosevelt Avenue
Hoover Avenue
W. 16th Street
Study Area
Corps Wetland Vegetation Communities
Open Water (Wetland Waters of the U.S.)
Southern Coastal Salt Marsh
Upland Vegetation Communities
Non-native Grassland (Tier IIIB)
FIGURE
2
Vegetation and Jurisdictional Waters
PARADISE CREEK EMERGENCY MAINTENANCE
ROCKS
BIOLOGICAL CONSULTING
0 20 40 80
FEET
N

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE APPROPRIATION OF $350,000 IN THE ENVIRONMENTAL COMPLIANCE CONTRACT SERVICES MAINTENANCE AND OPERATIONS ACCOUNT FROM GENERAL FUND FUND BALANCE TO FUND EMERGENCY CHANNEL MAINTENANCE FOR PARADISE CREEK AS PROVIDED UNDER U.S. ARMY CORPS OF ENGINEERS REGIONAL GENERAL PERMIT NO. 63 ISSUED TO THE CITY OF NATIONAL CITY ON JANUARY 29, 2016

WHEREAS, on January 29, 2016, the U.S. Army Corps of Engineers issued Regional General Permit No. 63 to allow for emergency maintenance of portions of the open channels and box culverts within Paradise Creek; and

WHEREAS, maintenance activities started in early February and are estimated to continue through April 2016. The estimated cost to complete the maintenance, which also includes project management, inspections and environmental oversight, is $350,000; and

WHEREAS, because the remaining balance in the Environmental Compliance Contract Services maintenance and operations account is committed to pay for other environmental services and fees, staff is requesting City Council authorization to appropriate $350,000 from General Fund fund balance to fund emergency channel maintenance for Paradise Creek as provided under U.S. Army Corps of Engineers Regional General Permit No. 63 issued to the City of National City on January 29, 2016.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes an appropriation of $350,000 in the Environmental Compliance Contract Services Maintenance and Operations Account from General Fund fund balance to fund emergency channel maintenance for Paradise Creek as provided under U.S. Army Corps of Engineers Regional General Permit No. 63 issued to the City of National City on January 29, 2016.

PASSED and ADOPTED this 15th day of March, 2016.

_____
Ron Morrison, Mayor

ATTEST:

_____
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

_____
Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City adopting the First-Time Homebuyer Program Manual and authorizing the City Manager to execute a subrecipient agreement between the City of National City and Springboard CDFI to administer the Firs

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Resolution of the City Council of the City of National City adopting the First-Time Homebuyer Program Manual and authorizing the City Manager to execute a subrecipient agreement between the City of National City and Springboard CDFI to administer the First-Time Homebuyer Program. (Housing, Grants, and Asset Management)

PREPARED BY: Angelita Marchante, Comm. Dev. Specialist **DEPARTMENT:** Housing, Grants, & Asset Management Department

PHONE: (619) 336-4219 **APPROVED BY:**

EXPLANATION:

HOME Investment Partnerships Act, Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701) (HOME Program) provides entitlement funds to states and local governments to expand the supply of affordable housing, and make housing more affordable to very-low and low-income families.

On May 5, 2015, pursuant to Resolution 2015-58, the City Council approved the allocation of $200,000 of HOME Program funds for the First-Time Homebuyer (FTHB) Program (Exhibit A Item 10 of Resolution 2015-58). The FTHB Program will assist low-income first-time homebuyers at or under 80% of area median income by providing assistance in the form of a silent second mortgage loan up to $70,000. Staff developed program guidelines that comply with HOME Program regulations and provided the policies and procedures for the FTHB Program.

The HOME Program allows units of general local government to enter into an agreement with a subrecipient to administer HOME program funds. Springboard CDFI, will serve as the Program Administrator for their qualifications and experience in homebuyer education and counseling, down payment, and closing cost loan and grant assistance programs.

FINANCIAL STATEMENT: **APPROVED:** Mark Rabitto **Finance**

ACCOUNT NO. **APPROVED:** **MIS**

Fund are appropriated in account 505-419-462-650-0000 (Refunds, Contributions, & Special Payments)

ENVIRONMENTAL REVIEW:

Not applicable.

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

STAFF RECOMMENDATION:

Adopt resolution to approve the First-Time Homebuyer Program Manual and execute the Subrecipient Agreement between the City of National City and Springboard CDFI.

BOARD / COMMISSION RECOMMENDATION:

Not applicable to this report.

ATTACHMENTS:

Attachment No. 1: Subrecipient Agreement including the First-Time Homebuyer Manual as Exhibit B
Attachment No. 2: Resolution 2015-58

AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND SPRINGBOARD CDFI

This agreement ("Agreement"), is entered into this 15th day of March, 2016, by and between the **City of National City**, a municipal corporation (the "City"), and **Springboard CDFI,** a 501(c)3 non-profit public benefit corporation (the "Subrecipient").

R E C I T A L S

WHEREAS, the City receives an annual allocation of Home Investment Partnerships ("HOME") program funds from the U.S. Department of Housing and Urban Development ("HUD") and has made an allocation of funds to continue the established first time homebuyer down payment and closing cost assistance program ("Program"); and

WHEREAS, the City has appropriated $200,000.00 in Fiscal Year 2015-2016 to assist low-income First Time Homebuyers at or under 80% of Area Median Income by providing assistance in the form of a silent second mortgage loan of up to $70,000; and

WHEREAS, the Subrecipient responded to the City's HOME notice of funding availability (NOFA) to continue to deliver the City's first time homebuyer down payment and closing cost assistance program; and

WHEREAS, the Subrecipient has extensive knowledge and experience in managing the delivery of HOME-funded down payment assistance programs; and

WHEREAS, the City has determined that the Subrecipient has the experience, adequate staff capacity, and ability to deliver the services desired by the City in a professional and timely manner, and the Subrecipient is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF SUBRECIPIENT.** The City hereby agrees to engage the Subrecipient and the Subrecipient hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein. The Subrecipient represents that all services required hereunder will be performed directly by the Subrecipient or under direct supervision of the Subrecipient.

2. **SCOPE OF SERVICES.** The express purpose of this Contract is for the City to provide the Subrecipient with TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00) of HOME Program funds. Funds shall be used by Subrecipient to assist low-income homebuyers purchase a home through the provision of a second mortgage loan.

The Subrecipient will perform services as set forth in the attached Exhibit "A" entitled Scope of Work and the National City First Time Homebuyer Assistance Program Manual, Exhibit "B", that provides a detailed description of the use of HOME funds under this Agreement including a description of the project, roles and responsibilities, performance standards, affordability, project requirements, and property standards.

The Subrecipient shall be responsible for all research and reviews related to the work and shall not rely on personnel of the City for such services, except as authorized in advance by the City. The Subrecipient shall appear at Program related meetings and provide reports as cited in Exhibit "A" to keep staff and City Council advised of the progress on the Program.

The City may unilaterally, or upon request from the Subrecipient, from time to time reduce or increase the Scope of Services to be performed by the Subrecipient under this Agreement.

3. **PROJECT COORDINATION AND SUPERVISION.**

Angelita Marchante, Community Development Specialist I, is hereby designated as the Program Coordinator for the City and will monitor the progress and execution of this Agreement. The Subrecipient shall assign a single Program Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the Subrecipient. Dian Sodano, Vice President of Lending is hereby designated as the Program Director for the Subrecipient.

4. **COMPENSATION AND PAYMENT.** The compensation for the Subrecipient shall be based on quarterly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and materials, if any. The total cost for all work described in Exhibit "A" shall not exceed the schedule given in Exhibit "A" without prior written authorization from the City's Housing, Grants, and Assement Management Community Development Manager. Quarterly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by the City.

The Subrecipient shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement, for inspection by the City and for furnishing of copies to the City, if requested.

5. ACCEPTABILITY OF WORK. The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement and the amount of compensation due. In the event the Subrecipient and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the Subrecipient in this Agreement, the City or the Subrecipient shall give to the other written notice. Within ten (10) business days, the Subrecipient and the City shall each prepare a report which supports their position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the Subrecipient.

6. **LENGTH OF AGREEMENT.** This contract begins on the date that it is executed, with all funds being committed within twenty-two (22) months of the execution date. All loans are to be funded within twenty-four (24) months of the execution date of this Contract.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** All reports, studies, information, data, statistics, forms, designs, plans, and procedures, systems and any other materials or properties produced under this agreement shall be the sole and exclusive property of the City. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyrights, or patent rights by the Subrecipient in the United States or in any other country without the express consent of the City. City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the Subrecipient nor the Subrecipient's employees are employee of the City and are not entitled to any of the rights, benefits, or privileges of the City's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the Subrecipient and the Subrecipient's employees, and it is recognized by the parties that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of the Subrecipient and its employees. Neither this Agreement nor any interest herein may be assigned by the Subrecipient without the prior written consent of the City. Nothing herein contained is intended to prevent the Subrecipient from employing or hiring as many employees, or subcontractors, as the Subrecipient may deem necessary for the proper and efficient performance of this Agreement. All agreements by Subrecipient with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the City nor its officers, agents or employees shall have any control over the conduct of the Subrecipient or any of the Subrecipient's employees except as herein set forth, and the Subrecipient expressly agrees not to represent that the Subrecipient or the Subrecipient's agents, servants, or employees are in any manner agents, servants or employees of the City, it being understood that the Subrecipient, its agents, servants, and employees are as to the City wholly independent contractors and that the Subrecipient's obligations to the City are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The Subrecipient, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the City of National City, whether now in force or subsequently enacted. The Subrecipient, and each of its subcontractors, shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The Subrecipient represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Subrecipient represents and covenants that the Subrecipient shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the Subrecipient to practice its profession.

12. **STANDARD OF CARE.**

A. The Subrecipient, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the Subrecipient's trade or profession currently practicing under similar conditions and in similar locations. The Subrecipient shall take all special precautions necessary to protect the Subrecipient's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the Subrecipient warrants to the City that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the Subrecipient's professional performance or the furnishing of materials or services relating thereto.

C. The Subrecipient is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the Subrecipient has been retained to perform, within the time requirements of the City, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the Subrecipient has notified the City otherwise, the Subrecipient warrants that all products, materials, processes or treatments identified in the project documents prepared for the City are reasonably commercially available. Any failure by the Subrecipient to use due diligence under this sub-paragraph will render the Subrecipient liable to the City for any increased costs that result from the City's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

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

14. **CONFIDENTIAL INFORMATION.** The City may from time to time communicate to the Subrecipient certain confidential information to enable the Subrecipient to effectively perform the services to be provided herein. The Subrecipient shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the City. The Subrecipient shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the Subrecipient, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the Subrecipient without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the Subrecipient by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The Subrecipient shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the City. In its performance hereunder, the Subrecipient shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

Subrecipient shall be liable to City for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The Subrecipient agrees to defend, indemnify and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the Subrecipient's performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The Subrecipient shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the City and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the City or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the Subrecipient under this Agreement.

17. **INSURANCE.** The Subrecipient, at its sole cost and expense, shall purchase and maintain, and shall require its subrecipient(s), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

A. ☐ If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of $1,000,000 per occurrence.

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

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

C. **Commercial General Liability Insurance**, with minimum limits of $2,000,000 per occurrence and $4,000,000 aggregate, covering all bodily injury and property

damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".

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

If Subrecipient has no employees subject to the California Workers' Compensation and Labor laws, Subrecipient shall execute a Declaration to that effect. Said Declaration shall be provided to Subrecipient by City.

E. The aforesaid policies shall constitute primary insurance as to the City, its officers, employees, and volunteers, so that any other policies held by the City shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the City of cancellation or material change.

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

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the City's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

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

I. All deductibles and self-insured retentions in excess of $10,000 must be disclosed to and approved by the City.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the City shall, in addition, be limited to the amount of attorney's fees incurred by the City in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION.** A. This Agreement may be terminated with or without cause by the City. Termination without cause shall be effective only upon 60-day's written notice to the Subrecipient. During said 60-day period the Subrecipient shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the City for cause in the event of a material breach of this Agreement, misrepresentation by the Subrecipient in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the City.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the Subrecipient as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the Subrecipient, whether paper or electronic, shall immediately become the property of and be delivered to the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the City by the Subrecipient's breach, if any. Thereafter, ownership of said written material shall vest in the City all rights set forth in Section 6.

E. The City further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the Subrecipient; (2) a reorganization of the Subrecipient for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the Subrecipient.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex,

telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the City: Carlos Aguirre
Community Development Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301

To the Subrecipient: Dian Sodano
Vice President
4010 Fairmount Aveune
San Diego, CA 92105

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the Subrecipient shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The Subrecipient also agrees not to specify any product, treatment, process or material for the project in which the Subrecipient has a material financial interest, either direct or indirect, without first notifying the City of that fact. The Subrecipient shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The Subrecipient shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Subrecipient has a financial interest as defined in Government Code Section 87103. The Subrecipient represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City.

☒ If checked, the Subrecipient shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the Subrecipient shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the Subrecipient shall obtain from the City Clerk.

The Subrecipient shall be strictly liable to the City for all damages, costs or expenses the City may suffer by virtue of any violation of this Paragraph 22 by the Subrecipient.

23. **HOME PROGRAM SUBRECIPIENT PROVISIONS.**

A. *Use of HOME Funds.* The HOME funds will be used to deliver a loan assistance program that will assist approximately 15-20 First-time Homebuyers and more as additional funds are made available for the Program. Exhibit “A” and the National City First Time

Homebuyer Program Guidelines, Exhibit “B” provide a detailed description of the use of HOME funds under this Agreement.

B. *Affordability Period and Recapture*.. The entire amount of direct HOME subsidy will be recaptured from the homebuyer during the required affordability period under CFR § 92.254(a)(3)(E)(4) if the property is transferred or sold during the applicable affordability period.

C. *Affirmative Marketing Procedures.* The Subrecipient shall adopt affirmative marketing procedures and requirements for all HOME assisted housing in compliance with 24 CFR § 92.351, as well as City's affirmative marketing responsibilities. Affirmative marketing steps consists, at a minimum, of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing assistance program The procedures and requirements must include methods for informing the public and owners about fair housing laws and policies so as to ensure that all individuals, without regard to race, color, national origin, religion, or sex are given an equal opportunity to participate in the program. The Subrecipient shall be solely responsible for the effective marketing responsibilities necessary to achieve Subrecipient’s production goals set forth in Paragraph 2.

D. *Environmental Review.* The City has assessed the activities carried out under this agreement in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD’s implementing regulations at 24 CFR parts 50 and 58. The City has determined that the activities described in the Scope of Work are exempt from environmental review as described at 24 CFR part 58.35(b)5.

D. *Displacement, Relocation, and Acquisition.* The City will not provide financial assistance to any housing unit that is tenant occupied. To insure compliance with 24 CFR § 92.353, the Subrecipient and seller, and buyer will certify that any real property selected for HOME assistance is either owner-occupied or vacant three months before an offer to purchase is accepted by the seller.

E. *Procurement.* Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48. The Subrecipient will follow their written policy for procurement.

F. *HOME Program Conflict of Interest.* No member, officer or employee of County or its designees or agents; no member of the governing body of the locality in which the Program is situated; and no other public official of such locality or localities, who exercises any functions or responsibilities with respect to the program funded hereunder during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or subcontract, or the proceeds thereof, for work to be performed hereunder. Subrecipient agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder. No officer, employee, member or program participant of Subrecipient its contractors or its subcontractors shall have a financial interest, direct or indirect, in this Contract or the monies transferred hereunder or be financially interested, directly or indirectly, in the sale to Subrecipient of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Subrecipient, as an officer, employee, member or program participant. Any willful violation of this paragraph with the knowledge, expressed or implied, of Subrecipient or its subcontractors shall render this Contract voidable by County.

G. *Lead-Based Paint Hazards.* The Subrecipient agrees that any residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR Part 92.355. Such regulations pertain to all HOME-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that a visual assessment, risk assessment and potentially paint stabilization be conducted as required by 24 CFR Part 35 Subpart J.

H. *Flood Disaster Protection.* In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

I. *Use and Reversion of Assets.* If any assets purchased with HOME funds are sold, the proceeds will be considered as program income and will be used for eligible activities.

J. *Program Income.* Any program income or recaptured funds under this Contract Agreement obtained by the Subrecipient shall be returned within 5 business days to the City by the Subrecipient.

K. *Program Monitoring.* The City may monitor client eligibility for each assisted project. Each review shall also include, but not be limited to on-site inspections to determine compliance with all applicable property codes and standards.

Subrecipient shall fully cooperate with the City in monitoring the effectiveness and work performed by the Subrecipient in compliance with the terms of the Agreement. City shall have access at a reasonable hour to all offices and records (dealing with the use of funds that are the basis of this Agreement) of Subrecipient, it officers, directors, agents, employees, and subcontractors for the purposes of such monitoring. City shall give Subrecipient reasonable notice for accessing offices and records.

L. *Uniform Administrative Requirements.* Subrecipient agrees to comply with the HOME requirements 24 CFR § 92.505 and the requirements and standards of OMB Circular A-122, "Cost Principles for Non-Profit Organizations" and with the following Attachments to OMB Circular No. A-110 and any changes to either Circulars. It is understood that all items below may not be applicable to Subrecipient's operations:

1. Attachment A, "Cash Depositories," except for Paragraph 4 concerning deposit insurance;

2. Attachment B, "Bonding and Insurance";

3. Attachment C, "Retention and Custodial Requirements for Records";

4. Attachment F, "Standards for Financial Management Systems";

5. Attachment H, "Monitoring and Reporting Program Performance," paragraph 2;

6. Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards;

7. Attachment 0, "Procurement Standards"; and

8. Attachment P, "Audit Requirements."
Audits must be conducted in accordance with 24 CFR Part 44 and OMB Circular A-133.

M. *Retention of Records.* Subrecipient agrees to keep or cause to be kept an accurate record of all actions taken and all funds expended, with source documents, in the pursuit of the objectives of the performance of this Agreement. Such records shall be kept for a minimum of five (5) years beyond the close of this Contract. Subrecipient also agrees to obtain and keep on file and available for inspection by City the following information on each household assisted under this Agreement:

A. annual income and size of the household;

B. ethnic group of the client;

C. whether the head of household is male or female;

D. additional statistical information as may be required by HUD regulations and any amendments thereto;

E. proof the subject property meets the applicable property standards;

F. the total per unit amount of HOME dollars invested;

G. the compliance with the affirmative marketing requirements and existence of acceptable procedures;

H. compliance with relocation requirements;

I. minority and female-owned business data, and affirmative fair housing actions;

I. compliance with lead based paint regulations and guidelines;

J. compliance with conflict of interest rules; and

I. evidence the income targeting requirements are met.

N. *Enforcement of the Agreement.* If assisted housing does not meet the applicable requirements under 24 CFR § 92.254 the funds provided to the assisted project must

be repaid to the Subrecipient within 30 days of failure to comply. Specific property recapture provisions to maintain the principal residency period must be stated in the HOME agreement between the homebuyer and the Subrecipient and filed of public record at the close of escrow.

O. *Hatch Act.* The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

P. *Conflict of Interest.* The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

Q. *Lobbying.* The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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, it will complete

and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

R. *Conditions for Religious Organizations.* If applicable, the Subrecipient must meet the conditions in 24 CFR Part 92.257 regarding the use of HOME funds involving a primarily religious entity.

S. *Closeout.* HOME funds will be closed out in accordance with procedures established by HUD.

23. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

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

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

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

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the

parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

24. **ATTACHMENTS TO THE SUBRECIPIENT AGREEMENT**

Exhibit A: Scope of Work

Exhibit B: National City First Time Homebuyer Assistance Program Manual

Exhibit C: Subrecipient Insurance

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

CITY OF NATIONAL CITY

By: _____
Leslie Deese, City Manager

APPROVED AS TO FORM:

_____
Claudia G. Silva
City Attorney

SPRINGBOARD CDFI.

By: _____
Gabe del Rio

_____
President

By: _____
Dian Sodano

_____
Vice President

SCOPE OF WORK

Program Design and Scope for the National City First-Time Homebuyer Program

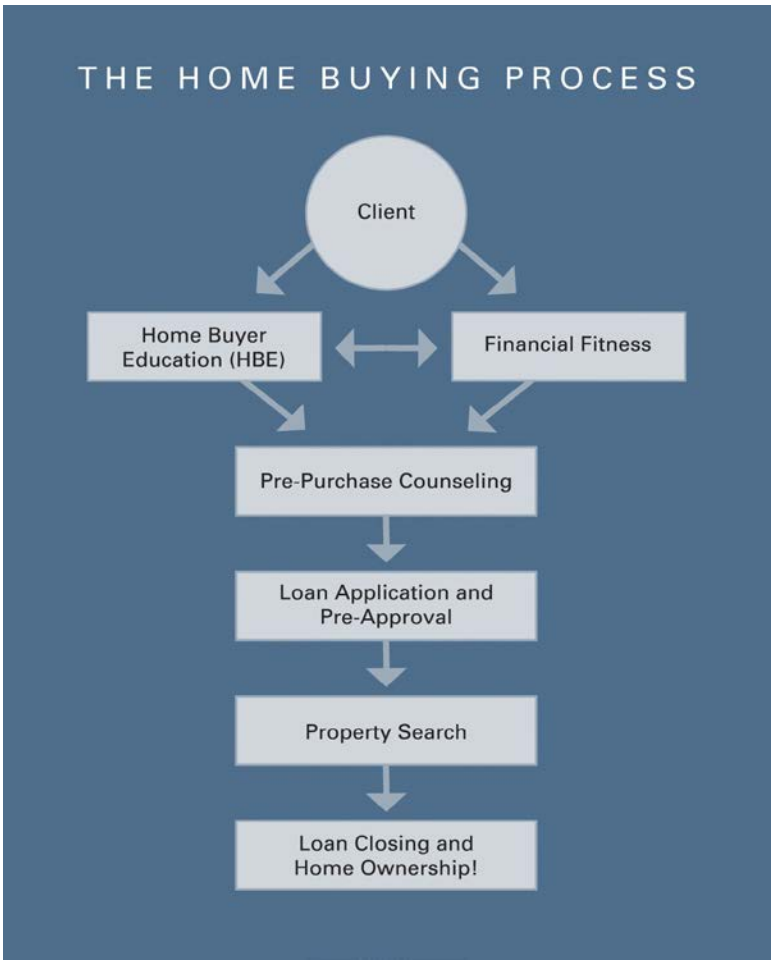
Springboard CDFI will provide a unique and experienced system, called full-cycle-lending, that will promote, educate, counsel and assist first-time homebuyers (FTHB) through the entire process. For new buyers, mortgage banking is unfamiliar and often complicated. In the traditional environment, FTHBs are often shuffled around and present as easy targets to be taken advantage of. Our comprehensive first time home buyer program ensures that these vulnerable new buyers are educated, prepared, and qualified to purchase a new home.

With the surge of Foreclosures and Notices of Default, Springboard CDFI has strengthened our Post Purchase counseling services with 16 new FT positions and link to a national hotline for triage services for our clients. Springboard CDFI's staff, whether from Counseling to Loan Servicing, are highly trained and certified in their fields. Springboard CDFI is consistently recognized on a national level for our expertise and best practices.

The approach to the National City First-Time Homebuyer Program in meeting the lending needs of FTHBs through a uniquely enhanced service delivery model is outlined below:

- Outreach: Springboard CDFI will provide neighborhood outreach via flyers and brochures in various locations of high civic traffic in the City of National City on a quarterly basis. All of our County-wide marketing materials, event participation and orientation seminars will include the information on the National City First-Time Homebuyer Program.
- Education: Springboard CDFI will continue to provide our 8+hour HUD Certified Home Buyer Education in English and Spanish for interested residents of National City First-Time Homebuyer Program, with an increase of at least two classes per year in a National City location. Classes are also held in our City Heights office, just a 10 minute drive from National City almost every Saturday all year long. We welcome the City to refer any interested agencies and organizations to Springboard CDFI to co-brand or organize a class in National City. (First-Time Homebuyer Program specific reports provided quarterly.)
- Counseling: Springboard CDFI will continue to provide Pre and Post-Purchase Counseling to residents of National City First-Time Homebuyer Program at no charge. With the addition of this contract, Springboard CDFI will monitor all National City First-Time Homebuyer Program loan program portfolio clients and provide specialized outreach for loss mitigation and homeownership preservation.
- Lending: Springboard CDFI will administer the National City First-Time Homebuyer Program homeownership loan program according to the program guidelines provided. This will include taking applications for the program, underwriting, loan document preparation and loan closing. Springboard CDFI will provide one-on-one in person client intake and applications for the National City First-Time Homebuyer Program applicants, while leveraging the City's funds by pre-qualifying the client for any and all other assistance possible through Springboard CDFI if available and if necessary. Pre-qualification group appointments will be made after a client has graduated any 8-hour HUD certified Home Buyer Education course offered by most HUD approved agencies.

- National City may choose to retain the funds until loan closing and billing from Springboard CDFI for reimbursement and payment, OR National City may choose to forward the loan funds to Springboard CDFI for restricted-use/investor account management.
- Enumeration to Springboard CDFI for lending, counseling, education and all other services provided to clients by Springboard CDFI will be paid by the City of National City First-Time Homebuyer Program at such a time and rate as $4,900. per closed loan. (Billed within 30 days of loan closing)



CLIENT FLOW:

1. Client calls for information and is referred to take Springboard CDFI or any other HUD certified HBE and/or Financial Fitness training.
2. Client schedules a Group or individual Pre-qualification Counseling appointment with Springboard CDFI for a Pre-Purchase Counseling session and Pre-Qualification.
3. Mortgage-ready applicants are offered choices for 1st mortgage Lenders and the Loan Application Process begins.
4. Springboard CDFI underwrites all applications to program guidelines, taking all approved transactions through closing.

Objective	Activities	Timeline / Reports & Billing	Staff
Provide outreach materials and offers for orientation sessions throughout high-civic traffic locations in National City First-Time Homebuyer Program in both English and Spanish.	1) Quarterly distribution of flyers and brochures highlighting the program and upcoming events/opportunities in locations around C.V. such as; Housing Dept, Libraries, Bill Payment, Municipal Bldgs. 2) Provide Orientations Seminars to all interested groups in the area 3) Participate in all appropriate fairs and community events	▪ Quarterly ▪ Production Report Quarterly	▪ HOC Assistant ▪ Home Buyer Education Team
Educate National City First-Time Homebuyer Program families on the process of homeownership through our HUD certified Home Buyer Education in English and Spanish.	Provide Home Buyer Education classes and subsequent pre-qualification rallies each week in City Heights and alternating off-sites through the County. At least 2 classes per year will be held in National City First-Time Homebuyer Program	▪ Ongoing (3-5/month) ▪ Production Report Quarterly	▪ Home Buyer Education Team ▪ Director of Education and Counseling ▪ Client Services Coordinator
Provide both Pre and Post Purchase Counseling to residents of National City First-Time Homebuyer Program in both English and Spanish.	1) Pre-Purchase counseling provided to all HBE graduates. 2) Post-purchase counseling provided to National City First-Time Homebuyer Program homeowners with targeted efforts to National City First-Time Homebuyer Program loan portfolio clients	▪ Ongoing ▪ Production Report Quarterly	▪ AVP of Education and Counseling ▪ Senior Client Services Coordinator
Administer FTHB-HOME Down-payment Assistance Loan Programs according to guidelines.	1) Applications taken through pre-qualification sessions in Springboard CDFI office offered by appointment to HUD-certified graduates of Home Buyer Ed. 2) Underwriting, closing and funding provided by Springboard CDFI.	▪ Ongoing ▪ Production Report Quarterly ▪ Billing upon loan closing	▪ AVP Lending ▪ Loan Coordinator/Closer ▪ Loan Underwriter
Special Post-Purchase Foreclosure Prevention Efforts for National City First-Time Homebuyer Program.	1) Priority given for face-to-face counseling sessions for National City First-Time Homebuyer Program residents. 2) Special outreach using Ad Council campaign for National City First-Time Homebuyer Program residents. 3) Joint outreach efforts with city billing departments.	▪ Ongoing ▪ Quarterly reporting	▪ AVP Lending ▪ HOC Assistant ▪ Client Services Coordinator ▪ AVP of Education and Counseling

Program Budget

- $4,900.00 fee per closed loan to Springboard CDFI for all counseling, education and financing services associated with that loan and client.

- The above referenced $4,900.00 fee per closed loan will also encompass the program set up, marketing, and management of the Springboard CDFI / National City First-Time Homebuyer Program, guidelines and lender training, Special Post Purchase Program for National City First-Time Homebuyer Program, Education, Counseling, and Quarterly Outreach Materials throughout National City First-Time Homebuyer Program (No annual Fee is charged).

- Initial capital for lending National City First-Time Homebuyer Program funds program or a $35 per loan fee (wiring fee) if Springboard CDFI provides initial funds for loan with a "net 30" due after funding of total loan amount extended by Springboard CDFI.

Reporting

- Quarterly Production and Activity Reports for all of National City First-Time Homebuyer Program on:
  - General Outreach (including locations)
  - Home Buyer Education Graduates
  - Pre-Purchase Counseled Clientele
  - Post-Purchase Counseled Clientele
  - National City Homebuyer First-Time Homebuyer Program Funds Pipeline Report
  - Special Foreclosure Prevention Program Updates
- Annual or Quarterly Loan Servicing Report for National City First-Time Homebuyer Program

Portfolio (if option chosen)

- Billing sent monthly along with quarterly reporting and backup.

First-Time Home Buyer Program Manual

Effective March 2016 (Subject to periodic updates)

HOME Investment Partnership

U.S. Department of Housing & Urban Development

EQUAL HOUSING OPPORTUNITY

Lead Agency: City of National City, Housing, Grants, & Asset Management Department 140 E. 12th Street, National City, CA 91950

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PURPOSE OF THE PROGRAM MANUAL

The purpose of this Program Manual is to describe the program in accordance with 24 CFR Part 92. This document contains a description of the City of National City HOME First-Time Homebuyer (FTHB) Program requirements, processing procedures and program administration. Loan processing forms are contained in a separate document. The City may revise these guidelines from time to time, terminate and/or place the program on hold at the City's sole discretion.

The City encourages all eligible homebuyers to apply. Participating lenders are expected to be well informed about all the restrictions contained in this manual so that both applicants and sellers are aware of these restrictions before the application is accepted. The Program Manual serves as a guide, all final approvals and interpretation of the regulations are at the discretion of the City's Housing, Grants, and Asset Management Department. The City is currently funding the First-Time Homebuyer Program using the U.S. Department of Housing and Urban Development (HUD) HOME program. Lenders are also expected to be informed of HUD's Technical Guide for Determining Income and Allowances to determine income. The Program Administrator/City will reject those applications where the information submitted indicates that the applicant does not qualify for the program.

GENERAL DEFINITIONS

AFFIDAVIT: A deposition filed in connection with the program made under oath and subject to penalties of perjury.

AFFORDABILITY PERIOD: The use of National City First-Time Homebuyer Program require that the property remain affordable for a period no less than fifteen (15) years as recorded through the HOME Promissory Note, Deed of Trust, and Regulatory Agreement or at time of sale or transfer, as approved by the City of National City. However, the loan term for repayment is 30-years.

APPLICANT: Any person within the household whom applies for City loan assistance.

ARMS LENGTH TRANSACTION: A transaction in which the buyers and sellers of a product act independently and have no relationship to each other. The concept of an arm's length transaction is to ensure that both parties in the deal are acting in their own self-interest and are not subject to any pressure or duress from the other party.

ASSETS: Cash or a non-cash item that can be converted to cash. Assets exclude necessary personal property.

BORROWER: Any person meeting the criteria as set forth in this manual.

CITY: The City of National City Housing, Grants, and Asset Management Department.

COMMITMENT: A document which is originated by the Program Administrator once a purchase contract has been approved and shall be valid for 60 days.

ELIGIBLE DWELLING: Real property located within the City of National City. The unit must be designed as a residence for one household and must meet property standards and criteria as set forth in this manual with no outstanding civil penalties against the property.

HOME PROGRAM (Home): The City's First-Time Homebuyer Program utilizes HOME program regulations. HOME regulations under the U.S. Department of Housing and Urban Development (HUD), are under 24 CFR Part 92, as amended.

HOMEOWNER INVESTMENT: Homeowner's initial down payment.

HOUSEHOLD: All persons whom will reside in the residence and function as a cohesive unit.

INCOME: The gross amount of all income for all mortgagors and adult household members that is anticipated to be received during the coming twelve (12) months, as defined in 24 CFR Part 5. All income derived from any source, including income from wages (gross pay), overtime, pensions, veteran's compensation, bonuses, public assistance, alimony, income, dividends and interest, etc. must be included.

ISSUER: City of City National through the Housing, Grants, and Asset Management Department.

LENDER: A financial institution, whether broker, retail, or wholesale, licensed to provide mortgage loans in the State of California. The institution must meet all the requirements established by the City in order to participate as a lender in the City program.

LOAN: An extension of credit provided to an Eligible Borrower to finance the purchase of an Eligible Dwelling.

LOW-INCOME: A household with income not greater than 80% of the median income as established by the U.S. Department of Housing and Urban Development (HUD). Every 12-18 months, these figures are updated by HUD.

LIQUID ASSETS: The total amount of funds that are in the form of cash or can quickly be converted to cash. These include (1) cash; (2) demand deposits; (3) time and savings deposits; and (4) investments (i.e. most stocks, money market instruments and government bonds) capable of being quickly converted into cash without significant loss, either through their sale or through the scheduled return of principal at the end of a short time remaining to maturity.

NET PROCEEDS: Sales price minus loan repayment and closing costs.

OWNERSHIP INTEREST: Any of the following interests in residential property: fee simple interest; joint tenancy; tenancy in common; interest of a tenant-shareholder in a cooperative; life estate; interest held in trust for the Applicant that would constitute a present ownership interest if held by the Applicant. Ownership interest may not exceed 1/12th interest.

PRE-COMMITMENT: A document which is originated by the City of National City and issued through the Program Administrator based on preliminary review of the application package and lender's certification that the requirements necessary for issuance of a City loan have been met. A pre-commitment of funds will be valid for 60 days. An extension of an additional 30 days may be granted under extenuating circumstances at the sole discretion of the City.

PRINCIPAL RESIDENCE: Residence must be occupied as the primary home of the buyer and be defined as one of the following types of residences: 1) single-family house; 2) condominium unit; 3) town home unit.

PROHIBITED MORTGAGE: Second mortgages and any liens superior to the City First-Time Homebuyer loan(s), other than the new first Trust Deed.

PROGRAM ADMINISTRATOR: The City of National City Housing, Grants, and Asset Management Department administers the City's First-Time Homebuyer Program, including but not limited to review of all income documentation, eligibility determinations, set-up, underwriting, and servicing of the City's second loan. The Program Administrator has authority to request any additional required documentation to ensure program compliance.

PROPERTY STANDARDS: Minimum performance standards a property must meet for program eligibility.

PROPERTY VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Property/market value must be identified through an appraisal and provide to the Program Administrator prior to the City's Voluntary Acquisition issuance.

PURCHASE PRICE: Cost of acquiring the residence, excluding usual and reasonable settlement or finance costs, and the value of services performed by mortgagor in completing the acquisition.

RELATED PERSON: Allied by nature, origin, kinship, marriage, etc.

RESIDENTIAL PROPERTY: Property which is zoned for single-family homes, multi-family apartments, townhouses, and/or condominiums. Interest in residential property may not exceed 1/12th for time share arrangements.

SINGLE-FAMILY RESIDENCE: Housing unit intended and used for occupancy by one household.

VOLUNTARY ACQUISITION: A requirement of Home funds is to provide notification to the seller of their rights as described in compliance with federal regulations.

SECTION I: BORROWER ELIGIBILITY REQUIREMENTS

Both federal and state law sets borrower eligibility requirements. Income guidelines are modified based on federal and state directives every twelve to eighteen months. The City will notify the Lenders when those changes take place, including the effective date of each change.

In an attempt to assure that all requirements are clear, the First-Time Homebuyer Application and Affidavit are required to be signed by each Applicant and must be included in the Application Package submitted to the Program Administrator, *reference Appendix A*.

A. ELIGIBLE BORROWERS

1. Qualified applicants must be first-time homebuyers. The Applicant may not have held an ownership interest (that exceeds 1/12th) in Residential Property within the past three years. This timeframe includes those 36 months previous to the date the mortgage is executed. In the case of a married couple, both parties must meet this requirement. The buyer, spouse and any other parties who will reside in the property must meet this requirement. The Lender must verify this through his/her examination of the Applicant's federal tax returns for the preceding three years, credit reports, and other relevant documentation. The Applicant(s) cannot have claimed a deduction for mortgage interest or taxes on real property.

2. To demonstrate compliance with this requirement, Applicants must complete and sign the First-time Homebuyer Application and Affidavit and provide copies of their last three (3) years signed federal tax returns (or acceptable alternative exhibits).

    a) The Applicant(s) can provide the signed 1040A, 1040EZ, or 1040 federal income tax forms for the preceding years, including all schedules. These forms shall be submitted to the Lender and forwarded to the City with the completed loan application. The tax returns must be signed and dated in ink by the Applicants.
    b) If the Applicant(s) has/have filed the short form, 1040A or 1040EZ for the last three (3) years, completes and signs the required affidavits, but is unable to produce copies of the signed returns, the City will accept a completed copy of IRS Letter Form 1722 in lieu of actual returns. The Applicant may request this letter, free of charge, from the local IRS Office. The Letter 1722 must include the signature of a representative of the IRS. Letter Form 1722 should include the following information:

i. Name and social security number
ii. Type of return filed
iii. Marital status
iv. Tax shown on return
v. Adjusted gross income
vi. Taxable income
vii. Self-employment tax
viii. Number of exemptions

c) In the event the Applicant(s) or any adult household member (excluding dependents listed on another household member's Tax Return) was not obligated to file federal income tax returns for any of the preceding three (3) years, it will be necessary for the Lender to obtain a completed and signed IRS Form 4506-T from the Applicant or any adult household member, which is required in place of the above. This document is to be forwarded to the City with the application package.

d) If neither copies of the required tax returns or the 1722 Form can be obtained, the Lender may be able to help the Applicant establish first-time homebuyer status with copies of utility bills and a signed and notarized statement from the Applicants landlords for the previous three years.

e) When the Commitment is issued during the period between January 1 and February 15 and the Applicant has not yet filed his/her/their Federal Income Tax Return for the preceding year, the City may rely on an affidavit. The affidavit must affirm that the Applicant is not entitled to claim deductions for taxes or interest on a principal residence for the preceding year. After February 15, a tax return will be required.

3. Any Applicant with the marital status of "divorced" or "separated" must provide legal documentation that specifies:

a) They no longer have ownership interest in any real property;
b) Will not be residing mutually; and
c) If claiming a child under the age of 18 as part of the household, legal custody of at least 50% and claim any related child support and/or income.

4. Upon close of escrow, the buyer must occupy the home as their Principal Residence.
5. Applicant(s) must be a U.S. citizen or eligible immigrants. Legal resident aliens are eligible to apply but must show proof of status.
6. Priority is given to current residents of the City of National City and households who are employed in businesses within the City of National City at the time of application.
7. City of National City employees (except for certain employees of the Housing, Grants, and Asset Management Department) are eligible to participate and may require HCD approval.

B. INCOME CRITERIA

1. Income must be below 80% of the currently published San Diego County median income, adjusted for household size. Income limits have been established by the U.S. Department of Housing and Urban Development (HUD) and published by HUD, and are adjusted annually. In accordance with this requirement, applicants may not obtain "stated income" loans. The true income must be a qualifying factor in loan approval.

Household Size	60% - 80% Annual Income
1 person	$34,050-$45,400
2 people	$38,900-$51,850
3 people	$43,750-$58,350
4 people	$48,600-$64,800
5 people	$52,500-$70,000
6 people	$56,400-$75,200
7 people	$60,300-$80,400
8 people	$64,200-$85,500

Effective: June 1, 2015

2. Gross income is calculated by taking the Applicant's anticipated adjusted gross monthly income, at the time of application, and multiplying it by twelve. Adjusted gross income includes the gross amount of all taxable income, before payroll deductions of: wages, salaries, commissions, fees, tips and bonuses, alimony, public assistance, etc. The adjusted gross income also includes the income earned on assets, such as dividends earned on stock, winnings, and interest earned on savings and checking. The adjusted gross income qualification is pursuant to the 24 CFR 92.203(b)(3) for reporting under the IRS Form 1040 series for individual federal annual income tax purposes. Gross income includes the combined taxable adjusted gross income of all mortgagors and all other adult members of the household.

   a) Self-Employed or Seasonal Employees: The formula that the Lender uses to determine the anticipated gross monthly income of self-employed and/or seasonal workers is acceptable provided that all income as described in this manual is included in the calculation.

   b) Co-Borrower/Co-Mortgagor/Household: All household income must be included in determining eligibility for the program. The IRS regulation states "income to be taken into account in determining gross income is income of the mortgagor(s) and any other person who is expected to both live in the residence being financed and to be secondarily liable on the mortgage."

c) Spouses: Married couples are treated as co-applicants, whether: 1) they are separated; 2) either spouse is applying for the loan; or 3) either spouse plans to be named on title.

d) Computing Income

i. *Program Computation vs. Mortgage Underwriter's Computation:* The City loan figure represents ANTICIPATED income, while the Lender's figure represents income AVERAGED over the last few years and the City program requires that every source of taxable and non-taxable income be listed on the Income Computation Worksheet, however, non-taxable income should be bracketed and not added into the maximum annual family income calculation. The household income is calculated using HUD's Technical Guide for Determine Income and Allowance under the HOME Program. http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/library/modelguides/2005/1780

ii. *Income Parameters: See Appendix B* of this manual for examples of sources of income, which must be considered in computing buyer income.

iii. *Military Pay: See Appendix B* of this manual for Military Pay explanations.

iv. *Self-Employed:* Year-to-date profit and loss statement and three prior year's tax returns are required.

v. *Other Income:* Sources of income other than wages must be documented by third party verifications. In cases where the third party fails to respond, acceptable alternative sources of documentation can be determined on a case-by-case basis and should follow standard FNMA income verification guidelines.

vi. *Documentation:* In cases where the Applicant is employed, acceptable sources of documentation used to verify income include a recent pay stub with year-to-date earnings and an employer Verification of Earnings statement (VOE). If the application is taking place during the first four months of the year, a year-to-date total may be insufficient. The Lender must supplement the pay stub information with the prior year W-2 statement and/or tax returns. On some pay stubs, the year-to-date earnings include pay from the last part of the prior year. If this is determined to be the case, request that the employer submit a signed statement of verification of exact year-to-date income. Miscalculation can result in the determination of excess income and disqualification of the buyer.

vii. *Income Verification:* The Lender bears the burden of proving that the Buyer's income is within the program guidelines. The computation should be clear, complete, and documented by third party verifications, to the greatest extent possible.

viii. *No Income:* Adult members, 18 years and older, of the household who have no income must complete and sign the Declaration of No Income form.

ix. *Part or Full Time Students:* Adult members (18 and older) enrolled in a vocational, community college or university must provide evidence of current

enrollment status and a copy of their Financial Aid Award letter. *See Appendix B* of this manual for student income explanations.

x. *Dependants:* Any persons claimed on federal tax returns within the past three years and not identified as a member of the applying household must provide a Declaration of Household size and affidavit that those person(s) will not be residing as a member of the household.

C. HOUSEHOLD ELIGIBILITY REQUIREMENTS

1. Households shall have sufficient income and credit-worthiness to qualify for primary financing from a participating lender.

2. Households shall have income that is verifiable by using Third Party verification.

3. Households will be required to provide a down payment or cash investment. A minimum contribution of 2% of the total purchase price of the property will be required from the borrower's personal funds and must be used for down payment, closing costs, or cash reserves. If the borrower completes a Financial Fitness class, they City may reduce this amount to 1.5%. The maximum amount of the contribution used towards cash reserves must equal the minimum reserves required by the Lender of the first mortgage. Cash gifts up to $50,000 may be given towards down payment assistance in addition to the 2% owner contribution, but must be identified as part of the subsidy layering analysis, *reference Appendix C*.

4. Maximum liquid assets after FTHB assistance may not exceed $25,000 (not including retirement accounts, i.e. IRA's, 401(k), etc). Should an applicant be over this threshold at time of application, the applicants buying power will be calculated based on the qualifying first mortgage amount plus the City's gap financing threshold minus the overage amount (thereby considering the overage as a down payment and lowering the City's gap assistance). A worksheet of all assets and income shall be included in the application package submitted to the City, reference Appendix B.

5. The combined income of all members of the household who are currently living together as a family and will be living in the property must be included in the determination of income. The household income must be projected as annual income. All income sources must be disclosed.

D. CREDIT WORTHINESS

1. Households must have a minimum credit score of 620

2. Borrowers with a foreclosure within the last five years must provide a letter of explanation and substantial back-up documentation as to the cause of the foreclosure.
3. A credit report for the non-borrowing spouse is required. All debt of the non-borrowing spouse will be used in the debt to income ratio calculations.
4. All collections and judgments must be paid in full, no exemptions
5. Bankruptcy within the last three years will result in a denial of assistance.
6. Child Support payments must be current and with no arrears.

E. ELIGIBLE PROPERTIES

1. Properties must be located within the City of National City limits.
2. Properties must be one (1) unit property that includes single-family homes, including detached homes, condominiums or townhouses. Manufactured/mobile home, duplexes, triplexes or four-plexes do not qualify as eligible properties.
3. All types of sales are eligible under the program with up to $20,000 available in city gap Home financing.
4. Properties cannot have any outstanding civil penalties with the City of National City.

F. MAXIMUM PURCHASE PRICE

The maximum purchase price cannot exceed 95 percent of the median purchase price for the area, as determined by HUD.

Condominiums and Townhomes: The 95% limit is $390,000 for existing townhomes ($428,000 for new construction), condominiums and single family homes). This limit is effective 4/13/2015. https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/

G. LOAN PROCEDURES AND TERMS

1. 3% interest deferred payment loans have a term of 30 years. No monthly payments of principal or interest are required. When the buyer sells the property and wants to pay the loan in full, in addition to the principal balance, the buyer must pay all the accrued interest.

2. The Deed of Trust contains an acceleration clause, which will call the entire loan due and payable upon certain events, including the following:
    - Transfer or sale of the property
    - If the borrower no longer occupies the property
    - Discovery of willful misrepresentation or fraud in connection with any aspect of the Deferred Payment 3% interest loan program
    - Renting of the property

- Uncured default by borrower on the first trust deed note, or deed of trust, or any other senior or junior loan or encumbrance on the property.

3. The maximum loan amount shall not exceed $20,000 for households purchase 1 unit properties (i.e. condominiums, townhomes, or detached single family home). The total gap subsidies (inclusive of other sources) shall not exceed 40% of the purchase price, subject to the condition of the property, qualifying factors and staff assessment. The City loan may be used toward the required down payment, reasonable closing costs, principal write-down assistance, an interest rate buy-down or any combination thereof, but serves as gap financing and must be determined through a subsidy layering analysis, *see Appendix C.*

4. The maximum CLTV (combined loan to value) of the City and the new 1st Trust Deed loans shall not exceed the maximum approved CLTV required by the 1st mortgage lender.

5. No non-occupant co-borrowers shall be allowed.

6. Total housing ratio (PITI) cannot exceed 38% of Applicant(s) gross monthly income or be less than 30%. The City may make exceptions on a case by case basis.

7. Total debt-to-income ratio may not exceed 45% or 41% if obtaining an FHA loan.
   a. All debt shall be counted, inclusive of any debt that the applicant has co-signed for or identifies as a debt being paid by another party.

8. No prepayment penalty allowed.

9. Maximum fees to the Applicant of 2% origination, discount points for below par pricing only, and $350 processing are acceptable for the purchase transaction. No other Broker or Admin type fees allowed. Other third party fees that are reasonable and customary are allowable, but total origination fee shall not exceed 2%.

10. No Origination fees may be charged to a family for the portion of the Home Homeownership Assistance.

11. If the lender is also the City Program Administrator (that is receiving Home assistance), the City must verify that the borrower is low-income and must inspect the housing unit for compliance with the property standards.

12. Any fees and/or commissions shall be customary and reasonable.

13. The terms of the City's Home second trust deed are designed to encourage long-term residency in the program-assisted home. The loan term is 3% deferred calculated using the simple interest method.

14. The loan shall become due and payable at the time of the property's transfer of title, refinance (except as earlier defined), rental or sale.

15. Second and subsequent mortgages to the new First Trust Deed, except for this City Loan, and a City HOME Loan, are not permitted.

16. Borrower can apply for CalHome funds as well as City HOME Investment Partnership Act (HOME) Funds. However, the City reserves the right to limit the HOME funds. Total combined assistance shall not exceed $76,000 ($56,000 CalHome, and $20,000 HOME). Each program may require a separate application process. Each program requires its own set of loan documents.

17. The loan is not assumable.

18. A Promissory Note, Deed of Trust, and Regulatory Agreement will secure the loan.

19. The City Loan can be used with conventional, FHA, VA, and other loans issued be a qualified lender, except adjustable rate mortgages with less than five years fixed, negative amortization and stated income mortgages.

20. The Program Administrator shall underwrite the City's loan. The City of National City's Housing, Grants, and Asset Management Department does not underwrite the loans, but shall review at their discretion for First-Time Homebuyer Program requirements. Lenders will process the underlying mortgages using standard procedures, with adjustments to those procedures to conform to the City loan guidelines.

21. The Program Administrator shall handle all the appeals process for applicants who have been denied program participation. Applicants who are denied for being over-income must wait "cooling off period" 6-months before re-applying.

SECTION II: PROGRAM ADMINISTRATION AND PROCEDURES

Eligible Applicants will apply for the City of National City's First-Time Homebuyer Program in conjunction with normal mortgage loan application procedures. The City loan application must be filed with an application for a mortgage to a Participating Lender.

The City loan processing procedures are designed to coincide with the standard mortgage loan processing and underwriting criteria that are in place at most mortgage lending institutions, although there are some City restrictions that must supersede normal processing and underwriting criteria. Recognizing that there are procedural variations among participating lenders, the steps outlined here are meant to serve as sequential guidelines, *reference Appendix D* for a summary of the process and summary sheet to be included in each packet. *Please note, however, that all elements of the processing sequence must be completed at some point.*

A. LENDER ELIGIBILITY

Lender is defined as a financial institution, whether broker, retail, or wholesale, licensed to make first mortgage loans in the State of California. All Lenders who wish to participate in the City program must be enrolled as a participating lender. To enroll and maintain active status a lender must:

1. Attend a lender certification course by the City's Program Administrator.

2. Agree to adhere to Quality Commitment Policy. *Please refer to Appendix E.*

3. Designate a contact person for the program.

4. Pay any associated lender certification fees as determined by the Program Administrator.

5. All lending personnel involved with the City program must attend City training sessions and study and apply procedures listed in the Lender Training Handbook.

6. Provide the First-Time Homebuyer Program Manual and Lender Training Handbook to all loan processors.

7. Cooperate with City Housing staff in providing the best possible service to the Applicants.

The Lender will be required to submit certification that no material misstatements appear in the application and program documents. If the Lender becomes aware of such, whether negligently or willfully made, he/she must notify the City immediately. The Lender should also be aware and inform the Applicant of penalties provided by California law if a person makes a false statement or misrepresentation for the sole purpose of participating in this program. Housing staff will take all lawful actions to correct or mitigate the problem.

B. LOAN ORIGINATION AND PROGRAM APPLICATION

1. Borrower applies to the Lender for a mortgage. Lender performs standard underwriting procedures to qualify Applicant for a first mortgage, utilizing the City's required underwriting requirements in lieu of certain standard criteria.

2. Lender describes parameters of the City program to Applicant and determines eligibility based on a review of income, prior homeownership and all other factors listed in this manual.

3. Lender obtains three prior year's tax returns from Applicant and prepares to have the Seller Affidavit forwarded with instructions to the seller.

4. Lender gives the Applicant a copy of the City's First-Time Homebuyer Application, Affidavit, and Release of Information. This document serves as the formal application to the City and contains the required certifications below:

    a. That the residence will be used as the Principal Residence and that the Applicant must notify the City when the home ceases to be the Principal Residence.
    b. That the Applicant has not had an ownership interest in a Property during the three year period prior to the date of application.
    c. That this is a new mortgage loan*.
    d. That the loan applied for does not constitute a prohibited mortgage**.
    e. That the Applicant was not forced to apply through a particular Lender.
    f. That the Applicant's gross annual household income does not exceed permitted income limits.
    g. That no interest, commission or other fee is being paid to a related person.
    h. Acknowledgment that any material misstatement or fraud is made under penalty of perjury.

i. City's loan application matches vesting on 1st Mortgage. City will not allowed vesting as married but sole and separate property. However, if borrower provides a letter from the 1st lender showing the difference in interest rate as justification for allowing sole and separate property, City and its Program Administrator may consider such request at its discretion. City staff and Program Administrator will review these on a case by case basis. In circumstances, where co-borrower has derogatory credit, the City will deny the request for sole and separate property. If co-borrower has no credit lines, then the City will review the interest rate variation and make a determination to allow for a change in vesting.

*New Mortgage Requirements: The Lender and the Applicant, using the Program Affidavits, state that the mortgage being acquired in connection with the loan will not be used to acquire or replace an existing mortgage or land contract.

**Prohibited Mortgages: Any liens superior to the City First-Time Homebuyer Loan, other than the new first Trust Deed, are not allowed under any circumstances.

C. CITY APPLICATION PACKET

Applicant/Lender transmits an application packet to the City's Program Administrator that includes the following City forms and additional documentation as required:

1. City First-Time Homebuyer Application*, *see Appendix A*
2. Authorization for Release of Information Form*, *see Appendix A*
3. Complete copy of Lender's First Mortgage Loan Application
4. Income Computation Worksheet and all supporting documentation*, *see Appendix B*
5. Subsidy Layering Analysis, *see Appendix C*
6. Two most recent 30-day bank statements & income documentation as described in application
7. Three years of Federal Income tax Returns and/or Declaration of No Income Affidavits* for a three-year period
8. Certificate of Completion for First-Time Homebuyer Education Training Course

Once property has been selected:

1. Purchase Contract and all Addendums signed by all parties
2. Program Administrator issued commitment letter
3. Lead-Based Paint Disclosure*
4. Appraisal and Third Party Inspection
5. Property Standard (PS) Checklist
6. Copy of Signed Receipt of Disclosures
7. Copy of Title Report

8. Funding Request and Escrow Information Sheet*
9. Letter of Assignment *(if the Funding Lender is different than the Originating Lender: A copy of the Notice of Transfer signed at closing or a letter on company letterhead with the name, address, phone and fax number of the Funding Lender along with the date the assignment is being made will be sufficient)*
10. Signed and executed copy of the Power of Attorney if applicable

* City Forms are to be completed as high quality copies of the original documents. Updated forms will be provided to participating lenders as they are revised and may be ordered by contacting the City's Program Administrator. *Please note that all documents must be submitted in hard-copy form and are not accepted by facsimile.* All applicants must provide a release to the City, HCD and the Program Administrator, allowing of review of any documents to provide proof of employment and earnings, current occupancy, and other related information, *see Appendix A*.

Mail the APPLICATION PACKAGE to the Program Administrator:
City of National City
Housing, Grants, and Asset Management Department
1243 National City Boulevard
National City, CA 91950

Submission of the above mentioned forms/documents to the Program Administrator constitutes completion of the APPLICATION PACKAGE. Technically, the originating broker's role is finished and the funding lender is responsible for submitting the final Close of Escrow Package. However, it is advisable for the broker to discuss with the funding lender their role in submitting the closing package, a failure to meet the Commitment expiration deadline can result in additional work and costs to both the broker and funding lender.

D. CITY PROCESSING

1. Program Administrator accepts and reviews the Application package and makes a determination as to completeness and accuracy. The City will also review the Application and make a final determination to eligibility. Final determinations for eligibility and all interpretations of the regulations shall be at the discretion of the City's Community Development Manager.

    a. Approvals - Once approved, the City will issue a pre-commitment of funds for a 60 day period. After the pre-commitment period funds will be released back into the FTHB Program. One extension may be granted of up to 30 days due to extenuating circumstances and at the discretion of the City.

    b. Denials – Should an application be deemed ineligible for any reason once submitted by the Program Administrator to the City, the City will issue a denial

letter and such applicant will be required to submit a new application in entirety. After the initial application, denials may be issued due to any household changes, including but not limited to, changes in household size, debt, assets, or income. In such cases, the applicant may be required to submit proof of the change for a period of time (as identified in the denial letter), dependent on the reason for the change and at the discretion of the City's Housing, Grants, and Asset Management Department.

2. All applications received are subject to the availability of funds. The City has sole discretion to terminate or suspend the program at any time.
3. The City will maintain a cumulative total of loan amounts reserved. When program funds are about to be depleted, the Program Administrator will notify all participating Lenders.

4. A commitment of funds will be issued by the Program Administrator for a 60 day period at receipt of the purchase contract. If the purchase contract falls through, the City will have sole discretion to release the funds back into the FTHB Program or issue an extension of the pre-commitment.

5. Lender will complete the remainder of the standard mortgage application process.

6. Program Administrator/City Package Turn-Around: The Program Administrator shall date-stamp packages and review in order of receipt. Turn-around time for reviewing and sending a loan commitment or denial letter to the Lender is 6 business days from the receipt of a ***complete**** package.

7. RUSH: Packages marked "RUSH" or "SUPER RUSH" etc. will not be processed ahead of other pending packages.

8. Incomplete Packages: Incomplete packages may delay the approval and subsequent issuance of the City Commitment Approval Letter.

* Complete packages must include those items listed under Section II.D.

E. PROPERTY SELECTION

1. Once a property has been selected an initial purchase offer can be issued contingent on a certified licensed third party appraisal and property meeting inspection requirements, per Section F and G.

2. An appraisal to establish the property value as determined by a certified state licensed appraiser must be completed and provided to the City, as well as a third party inspection and all lead certification requirements as specified in Section F.

3. Prior to the presentation of the final purchase offer, adjusted based on the licensed appraisal, a voluntary acquisition notice shall be given to the owner of record. The City shall provide the acquisition notice directly to the owner of record ensuring that it complies with Program requirements, *reference example "Voluntary Acquisition" notice in Appendix D*. All applicants shall submit a "Request for Issuance of the Voluntary Acquisition", *see Appendix D*. The acquisition notice must be placed on top of a purchase offer that is to be presented to the seller. The acquisition notice will include the following:

   a. The participant has power of eminent domain, but will not acquire the property if negotiations fail to result in an amicable agreement ("Voluntary Acquisition");
   b. An estimate of the property value of the property as determined by a state licensed appraiser and paid for by the Applicant, conducted within 60 days of said purchase offer and acquisition notice;
   c. Seller certifies that the property has not been occupied by a tenant within the last four months (with the exception of the potential buyer) and that no tenant has been forced to move within the last four months. In addition, seller warrants that no rent is being received for the property, and further certifies that no occupants of the property pay rent to reside there;
   d. Since the purchase is voluntary, the seller is not eligible for relocation payments, or other relocation assistance; and,
   e. If an acquisition notice is not provided to the seller containing the above disclosures prior to submitting the purchase offer, a provision that the seller may withdraw from the agreement after this information is provided. All purchase offers shall be reviewed by the City and/or Program Administrator prior to submittal to the seller to ensure the appropriate contingency clauses are contained in the document regarding inspections, tenant-occupancy, loan approvals, and other necessary items to comply with these guidelines. Only after a participant has an accepted purchase contract shall the commitment letter be issued by the Program Administrator and an allocation of funds can be reserved for the City second loan.

F. PROPERTY INSPECTION

1. All applicants are required to obtain a housing inspection from a certified independent third party.

2. All properties built prior to 1978 must meet new HUD regulations for notification, inspection, reduction/abatement and clearance of lead-based paint hazards under Title X of the Housing and Community Development Act of 1992 (effective September 15, 2000). If subject property was constructed prior to 1978, during the due diligence period, the Lender must request that an Independent Certified Risk Assessor (or certified equivalent) conduct a property inspection and Risk Assessment in compliance with the Home Program.

The following Table demonstrates the steps necessary in evaluating and correcting lead-based paint in relation to the dollar amount spent on the rehabilitation of the property.

	< $5,000	$5,000- $25,000
Approach to Lead Hazard Evaluation and Reduction	Do no harm	Identify and control lead hazards
Notification	Yes	Yes
Lead Hazard Evaluation	• Paint testing of surfaces to be disturbed by rehabilitation	• Paint Testing of surfaces to be disturbed by rehabilitation • Risk Assessment
Lead Hazard Reduction	• Repair surfaces disturbed during rehabilitation • Safe work practices • Clearance of work site	• Interim controls • Safe work practices • Clearance of unit
Ongoing Maintenance	For HOME rental Programs Funded	Properties only By Other
EBL	No	No
Options	• Presume lead-based paint • Use safe work practices on all surfaces	• Presume lead-based paint and/or hazards • Use standard treatments

If a determination is made by the Certified Risk Assessor (or equivalent per HUD protocol), that Lead-Based Paint Hazards are present on the subject property, the City shall notify Buyer, Lender and Escrow within 15 days of such determination and provide those parties with a copy of any and all Risk Assessment Report(s). The Lender will be notified of work needed to cure defects, if any. If defective paint surfaces are found, seller must properly abate the painted surfaces or the home shall be ineligible for purchase. Seller and purchaser will be required to sign a disclosure form prior to the close of escrow.

3. The written report(s) of findings must be provided to the City's Program Administrator. The Program Administrator will review the reports and conduct a physical inspection to

ensure the subject property meets HUD"s Property Standards and HUD lead-based paint regulations. The City and/or Program Administrator may also request an inspection be conducted by the City's Code Enforcement or Building Department to ensure the property meets City building standards, inclusive of all required permits.

4. The City loan may be funded upon the completion of the repairs and clearance from the Risk Assessor and the City Program Administrator. Properties must meet minimum health and safety standards upon occupancy, as inspected by the Program Administrator. In some cases, the City may authorize occupancy or escrow closing prior to all repairs being completed, should the applicant apply for a FHA 203K loan. See Appendix F for detailed Property Standards (PS) and Appendix G for the PS Inspection Form.

5. VA or FHA-insured First Mortgages: In cases where the buyer obtains said mortgage, the City may substitute the VA or FHA property inspection for the third party property inspection, however the Program Administrator and/or City Staff must still conduct the PS inspection as described previously. *The FHA inspection does not, however, satisfy HUD lead-based paint regulations unless no lead-based paint hazards are found and are fully noted on the FHA inspection report.*

G. LOAN CLOSING

1. Program Administrator partially completes the Closing Affidavit.

2. Lender and City forward loan documents to selected escrow officer with instruction for closing the loans. The buyer signs the City loan documents. The escrow officer forwards the copies of the executed Loan Documents back to the Program Administrator.

3. Before the expiration of the 60-day commitment and prior to recordation the Lender and Escrow send the Close of Escrow documents to the Program Administrator. These documents include:
    a. Signed copy of City Deed of Trust and Homeowner's Regulatory Agreement for the HOME program participation *(Escrow sends original Deed of Trust and Agreement to County Recorder's Office),* original Promissory Note, Truth in Lending Statement, Escrow Instructions and all amendments and copy of estimated HUD 1 Statement, *see Appendices H-J for samples of the Regulatory Agreement, Deed, and Note*.
    b. City Loan Disclosure, *see Appendix K*.
    c. City Error and Omission/Compliance Agreement
    d. Closing Affidavit signed by the Applicant(s) at the time of the loan closing.
    e. All outstanding loan conditions listed on the Commitment letter and/or Instructions to Escrow.

f. City reviews Closing Package and checks the file to ensure all necessary documents have been submitted.

4. City loan documents are only good during the month that they are drawn and any delays may require the preparation of all City final loan documents with a corrected date. There will be no funding into the month.

5. Program Administrator will transfer funds by wire as instructed on the Funding Request and Escrow Information Sheet located in the forms section of this Manual. Any secondary wires that are issued due to errors on behalf of the Lender, Escrow or Title Company will require an additional $35.00 re-wire fee and shall be paid by the party at fault.

   Lenders must adhere to the time frame for the City and the Program Administrator processing period, promptly notifying the Program Administrator in writing of any loan cancellations and/or request for reservation or commitment extensions.

   If the Lender assigns responsibility of execution of City loan forms to Escrow or Title Office personnel, the Lender assumes full responsibility for training the personnel to comply with the requirements of this Manual.

H. CANCELLATION AND COMMITMENT EXPIRATIONS

1. Cancellations: When a decision is made not to continue with the City application, written notice must be received at the office of the Program Administrator prior to the expiration of the Commitment. The notice must include the reason for the cancellation and the signatures of both the Lender and the Applicant.

2. Expiration of Commitment: Before the Commitment has expired, the Lender must either:

   a. Submit the closing package;
   b. Submit written notice of loan cancellation; or
   c. Request a 30 day extension in writing with explanation of extenuating circumstances.

   Upon expiration of the Commitment, the Lender must do one of the following:

   a) If the loan has not closed, the Lender must submit a request for extension and provide estimate of closing date to the Program Administrator.

b) If 60 days has passed since the Commitment was issued and no extension was requested, the Lender must submit an entirely new Loan Application with current income verification with a letter of explanation for the delay.

c) If the loan was canceled, the Lender submits a cancellation notice as described above.

In all cases, expiration of the Commitment without the required action by the Lender will result in the Lender being placed on "Inactive Status", and the Lender may submit no new City applications until the issue has been resolved. Failure to comply may result in the Lender's removal from the Certified Lender Partner List and program.

SECTION III: CHANGES PRIOR TO CLOSING

Program Administrator issues a loan Commitment based on the Applicant's and Seller's Affidavits and the Lender's certification that the City's Program requirements have been met. The Lender must immediately notify the Program Administrator in writing of any change that could affect the Applicant(s) eligibility for the loan. If a change in the circumstances of the Applicant is such that he/she no longer meets program requirements, the Commitment is automatically revoked, reference "Denial" Section D.1.b.

1. Income: The eligibility of the Applicant for a City loan is based on the Applicant's anticipated taxable income. Program Administrator will issue the Commitment based on the household income as of the date the Commitment is issued. The income verified for the Commitment is valid as long as the loan closes within four months after the financial information was originally submitted and there have been no changes which effect previously reported income. If the loan does not close within three months, all applicable City documentation must be submitted and income must be re-verified.

2. Marital Status: If the Applicant gets married after issuance of the Commitment and prior to closing, the spouse must satisfy the prior homeownership requirements contained in the First-Time Homebuyer Application and Affidavit and the Closing Affidavit. The Lender must also notify the Program Administrator program administrator. Any increase in the household income because of the new spouse must also be considered and may affect re-issuance of a new Commitment.

3. Acquisition Cost: If a change in acquisition cost occurs after the Commitment and prior to closing, the Lender will be required to originate and submit a new version of:
   a. First-Time Homebuyer Loan Application and Affidavit
   b. Amended Escrow Instructions
   c. Seller Affidavit
   d. Voluntary Acquisition Form
   e. All other documentation that may be applicable as listed previously in this Manual

4. Loan Amount: Any changes to the loan amount which occur after the Commitment has been issued and prior to closing must be reported to the City immediately by phone, followed up with a written confirmation along with all applicable documentation listed in this Program Manual. Upon receipt of revised/updated documentation, a revised Commitment may be issued.

APPLICATION FOR NATIONAL CITY HOME FIRST-TIME HOMEBUYER PROGRAM

Dear Applicant:

Thank you for your application to the City of National City First-Time Homebuyer (FTHB) Program. The successful completion of the application process may result in your receiving a City loan. Therefore, it is very important that you take the time to read and complete each page of this application before the lender sends it to our office. You will be certifying that you understand and meet the Program Guidelines. If you have any questions about the guidelines please contact your Certified Lender Partner.

(1) ADULT HOUSEHOLD MEMBER #1 (HEAD OF HOUSEHOLD) (add additional pages for more than 3 adults in the household)

_____ _____-_____-_____ _____/_____/_____

First Name Middle Last Name Social Security Number D.O.B .

Address: _____

Phone Number: _____

Occupation: _____

Employer Name and Address: _____

Work Phone: _____**Home Phone/ Cell Phone (_____)_____-_____**

(1a)	**Marital Status (check one)**	**Gender (check one)**	**First-time Buyer (check one)**	**Citizenship (check one)**
	_____ **Single**	_____ **Male**	_____ **Yes**	_____**U.S. Citizen**
	_____ **Divorced**	_____ **Female**	_____ **No**	_____**Permanent Resident Alien**
	_____ **Married**			

(1b) **Race (check one)**

_____ **White**
_____ **Black/African American**
_____ **Asian**
_____ **American Indian/Alaskan Native**
_____ **Native Hawaiian/Other Pacific Islander**
_____ **American Indian/Alaskan Native & White**
_____ **Asian & White**
_____ **Black/African American & White**
_____ **American Indian/Alaskan Native & Black/African American**
_____ **Other:** _____

Hispanic Ethnicity (check one)
_____ **Yes**
_____ **No**

(2) ADULT HOUSEHOLD MEMBER #2

Relationship to Primary Applicant _____

Address: _____

Phone Number: _____

Occupation: _____

Employer Name and Address: _____

Work Phone: _____**Home Phone/ Cell Phone (_____)_____-_____**

(2a)	Marital Status (check one)	Gender (check one)	First-time Buyer (check one)	Citizenship (check one)
	_____ Single	_____ Male	_____ Yes	_____U.S. Citizen
	_____ Divorced	_____ Female	_____ No	_____Permanent Resident Alien
	_____ Married			

(2b) **Race (check one)**

_____ **White**
_____ **Black/African American**
_____ **Asian**
_____ **American Indian/Alaskan Native**
_____ **Native Hawaiian/Other Pacific Islander**
_____ **American Indian/Alaskan Native & White**
_____ **Asian & White**
_____ **Black/African American & White**
_____ **American Indian/Alaskan Native & Black/African American**
_____ **Other:** _____

Hispanic Ethnicity (check one)

_____ **Yes**
_____ **No**

(3) ADULT HOUSEHOLD MEMBER #3

Relationship to Primary Applicant _____

Address: _____

Phone Number: _____

Occupation: _____

Employer Name and Address: _____

Work Phone: _____**Home Phone/ Cell Phone (_____)_____-_____**

(2a)	Marital Status (check one)	Gender (check one)	First-time Buyer (check one)	Citizenship (check one)
	_____ Single	_____ Male	_____ Yes	_____U.S. Citizen
	_____ Divorced	_____ Female	_____ No	_____Permanent Resident Alien
	_____ Married			

(2b) **Race (check one)**

_____ **White**
_____ **Black/African American**
_____ **Asian**
_____ **American Indian/Alaskan Native**
_____ **Native Hawaiian/Other Pacific Islander**
_____ **American Indian/Alaskan Native & White**
_____ **Asian & White**
_____ **Black/African American & White**
_____ **American Indian/Alaskan Native & Black/African American**
_____ **Other:** _____

Hispanic Ethnicity (check one)

_____ **Yes**
_____ **No**

(3) HOUSEHOLD INFORMATION: **List all MINOR household members (UNDER THE AGE OF 18) that will be part of your household.**

Total # of persons in Household _____ **Total yearly Household Income $** _____

Name	D.O.B.	M/F	Relationship to Head of Household

(4) EMPLOYMENT: **Must provide most current 3 months pay stubs for each job reported below for each adult household member. If an adult is not working please list N/A.**

1. List each person in your household who works or expects to be working:

↓ Last Name, First Name			Self-Employed?	Date Employment Starts	Occupation
			☐ Yes ☐ No		
↓Weekly Hours Worked	Hourly Pay Rate	Weekly Tips/Bonus	How often paid?	Employer's Name	
	$	$			
↓ Employer's Address (Street, City, State, Zip)				Employer's Phone #	Employer's Fax #
				( )	( )

↓ Last Name, First Name			Self-Employed?	Date Employment Starts	Occupation
			☐ Yes ☐ No		
↓Weekly Hours Worked	Hourly Pay Rate	Weekly Tips/Bonus	How often paid?	Employer's Name	
	$	$			
↓ Employer's Address (Street, City, State, Zip)				Employer's Phone #	Employer's Fax #
				( )	( )

↓ Last Name, First Name			Self-Employed?	Date Employment Starts	Occupation
			☐ Yes ☐ No		
↓Weekly Hours Worked	Hourly Pay Rate	Weekly Tips/Bonus	How often paid?	Employer's Name	
	$	$			
↓ Employer's Address (Street, City, State, Zip)				Employer's Phone #	Employer's Fax #

	( )	( )

(5) INFORMATION ON OTHER INCOME: EACH QUESTION MUST BE ANSWERED (NO EXCEPTIONS)
Must provide current proof (most recent 2 statements) of any income reported below. Check YES or NO next to Type of Income. If YES, complete all information for income received or expected to receive by or for *any household member*, including children. If necessary, report any other additional sources on a separate sheet of paper.

Type of Income	Yes	No	Who Receives Funds	Monthly Amount	Name and Address of Provider
Social Security Benefits – SSA or/and SSI				$	
				$	
				$	
CALWORKS				$	
				$	
				$	
Food Stamps				$	
				$	
State Disability				$	
				$	
Worker's Compensation				$	
				$	
Unemployment Benefits				$	
				$	
Veteran's Benefits				$	
				$	
Military Pay/Allotment				$	
				$	
Pensions or Retirement				$	
				$	
Child Support				$	
				$	
Spousal Support				$	
				$	
Contributions				$	
				$	
Gifts or Loans				$	
				$	
Rental Property Income				$	
				$	
School Financial Aid				$	
				$	
Other Income				$	
				$	
				$	

Any other additional sources of income reported on a separate sheet of paper attached? ❑**Yes** ❑**No**

(6) ASSET INFORMATION: **Must provide current proof of asset (most recent 2 statements, i.e. bank statement, etc.) listed below. Check YES or NO next to Type of Asset. If YES, complete all information for any asset owned or held by or for *any household member*, including children. If necessary, report any other additional accounts or sources on a separate sheet of paper.**

Type of Asset	Yes	No	Name(s) on Account	Balance/Value	Account/Policy #	Name and Address of Institution
Cash				$		
				$		
Checking Account				$		
				$		
				$		
Savings Account				$		
				$		
				$		
Other Accounts (i.e.				$		
				$		

401k, IRAs, stocks, bonds, etc.)				**$**		
				$		
				$		
Any other additional sources of asset reported on a separate sheet of paper attached? ❑**Yes** ❑**No**						

REASONABLE ACCOMMODATION

DO YOU REQUIRE A SPECIFIC ACCOMMODATION TO FULLY UTILIZE OUR AGENCY'S SERVICES?

❑Yes ❑No **If YES, please specify how we may accommodate your disability:**

_____

_____

CERTIFICATION OF THE APPLICANT

I acknowledge and understand that this Affidavit, as completed above, will be relied on for determining my eligibility for a City of National City First Time Homebuyer (FTHB) Assistance Loan using federal HOME funds from the U.S. Department of Housing and Urban Development. I acknowledge that a material misstatement negligently made by me in this Affidavit or in any other connection with my Application for a City (FTHB) Loan will constitute a violation punishable by a fine and possible criminal penalties imposed by law, and will result in the cancellation or revocation of the Loan. I acknowledge that any false statement or misrepresentation or the fraudulent use of any instrument, facility, article, or other valuable thing or service pursuant to my participation in the City Program is punishable by fine.

_____	_____	_____	_____
BUYER	**DATE**	**BUYER**	**DATE**
_____	_____	_____	_____
BUYER	**DATE**	**BUYER**	**DATE**

CERTIFICATION OF THE LENDER

Based upon reasonable investigation, the Lender has no reason to believe that the Applicant has made any negligent or fraudulent material misstatements in connection with the application for a City Loan and submits he completed information above as accurate and true to the best of the Lender's knowledge.

Furthermore, the lender has determined that the applicant has been approved for a maximum primary mortgage amount of $_____. Their credit, income and assets have been reviewed and deemed acceptable to the Underwriters of _____ (bank/lender) for the loan terms in compliance with those acceptable to the First-Time Homebuyer (FTHB) Program. Based on the FTHB Guidelines for calculating income, the applicant's anticipated annual income is $_____, and is therefore eligible for a loan of up to $20,000 through the FTHB.

_____		_____
ORIGINAL SIGNATURE OF OFFICER APPROVING THE LOAN		**DATE**
_____	**(____)_____-_____**	_____
PRINT NAME	**PHONE**	**EMAIL**

FIRST-TIME HOMEBUYER PROGRAM AFFIDAVIT

By signing below applicant(s) makes the following certifications:

I, the undersigned, as part of my application for a shared equity assistance loan through the City of National City First-Time Homebuyer Program (the "Program"), and in connection with a purchase of a single-family home (the "Residence") and an application for a mortgage loan (the "Mortgage Loan") from a lender (the "Lender") of my choosing, do hereby state that I have carefully reviewed this document. I understand and agree with the answers provided in my application, and do furthermore certify the following (please initial each line item):

1. That those people who I expect to initially share occupancy of the Residence with me are listed in the First Time Homebuyer Application. _____*(initial)*
2. That all adults, whether on title or not, are considered an Applicant (over age of 18) for the Program and must sign this Application. _____*(initial)*
3. That I am a first-time homebuyer, who has not had an ownership interest in a residential property within the three years immediately preceding the date of this application, and I do not and will not have an ownership interest in a residential property prior to the date of loan closing. _____*(initial)*
4. That I will submit true and complete copies of my actual signed federal tax returns for the preceding three tax years, or such other written verification that is acceptable to the Program. _____*(initial)*
5. That the Residence will be occupied and used as my principal place of residence within 30 days of the date of Mortgage Loan closing. _____*(initial)*
6. That the Residence will not be used as an investment property, vacation home or recreation home. _____*(initial)*
7. That real estate investment is a risky endeavor, and there is no guarantee of future return on the initial investment. _____*(initial)*
8. That I will notify the Program in writing if the Residence ceases to be my principal residence. _____*(initial)*
9. That I will be contacted by the City and/or the contracted loan servicer on an annual basis to confirm occupancy of the Residence and furthermore, both parties have the right to inspect the property for conformance with loan requirements upon notification. _____*(initial)*
10. That the Mortgage Loan is a first mortgage, not a replacement mortgage. _____(initial)
11. That my income does not exceed the program income limits as explained to me by Mortgage Lender. _____(initial)
12. That no person related to me has, or is expected to have, an interest as a creditor in the Mortgage Loan being acquired for the Residence. _____(initial)
13. That the City Loan is issued on my behalf and may not be transferred.
14. That the loan I am applying is a shared equity loan for the first 15 years, in which the City has a declining interest in any accrued appreciation. _____*(initial)*
15. That the City loan is due and payable upon sale or transfer of the property. _____*(initial)*
16. That after 15 years only the principal is due and payable upon transfer. _____*(initial)*

17. That I may seek financing from any Lender of my choosing, and that I am in no way prohibited from seeking financing from any potential Lender, so long as the Lender executes and complies with the terms of the Lender participation Agreement and Program Guidelines. _____*(initial)*
18. That a requirement of funding through the FTHB is to receive both pre- and post-purchase counseling. _____*(initial)*
19. All transactions from Lending, Realty, and other services shall not constitute a conflict of interest. Please refer to CFR 24 CFR §92.356
20. All transactions must be Arm's Length. I understand that an arm's length transaction is one in which the buyer/tenant, Realtor(s), and seller/owner act independently and have no relationship (by blood, marriage or unrelated business dealings) to each other, ensuring that all parties in the deal are acting in their own self-interest, are not subject to any pressure or duress from the other parties, and are dealing from equal bargaining positions. Two strangers with equal bargaining power and knowledge of the property are likely to agree upon a price that is close to market value, as the seller will strive for the highest price possible while the buyer is striving for the lowest price possible. It's assumed that an arm's length transaction will be fair and equitable to all parties involved and will result in a fair market sales price.

CERTIFICATION OF THE APPLICANT

I acknowledge and understand that this Affidavit, as completed above, will be relied on for determining my eligibility for a City Loan. I acknowledge that a material misstatement negligently made by me in this Affidavit or in any other connection with my Application for a City Loan will constitute a violation punishable by a fine and possible criminal penalties imposed by law, and will result in the cancellation or revocation of the Loan. I acknowledge that any false statement or misrepresentation or the fraudulent use of any instrument, facility, article, or other valuable thing or service pursuant to my participation in the City Program is punishable by fine.

_____	_____	_____
PRINT APPLICANT NAME	**DATE**	**APPLICANT SIGNATURE**

AUTHORIZATION FOR RELEASE OF INFORMATION

Each household member 18 years or older must read and sign this Authorization Form for Release of Information.

I, _____ (legal name), do hereby authorize any agencies, offices, groups organizations or business firms to release to **SPRINGBOARD (SB)** and the **CITY OF NATIONAL CITY** any information or materials which are deemed necessary to complete and verify my application for participation and/or to maintain my continued assistance under the First-Time Homebuyer Program (FTHB). The information needed may include verification or inquiries regarding my identity, household members, employment and income, assets, allowances or preferences I have claimed, and residency. These organizations are to include, but are not limited to: financial institutions; Employment Security Commission; educational institutions; past or present employers; Social Security Administration; welfare and food stamps agencies; Veteran's Administration, court clerks; utility companies; Workmen's Compensation Payers; public and private retirement systems; law enforcement agencies; medical facilities and credit providers.

I understand that the U.S. Department of Housing and Urban Development (HUD), Springboard (SB), and/or the City of National City (City) may utilize third parties to verify information and other computer matching programs in order to verify the information supplied on my application. It is understood and agreed that this authorization or the information obtained with its use may be given to and used by HUD, City, and SB in the administration and enforcement of program rules and regulations and that HUD and/or SB and/or City may in the course of its duties obtain such information from other Federal State or local agencies, including State Employment Security Agencies; Department of Defense; Office of Personnel Management; the Social Security Administration; and State welfare and food stamp agencies. If there is a discrepancy between the information provided by the above sources and the information that I have provided, I understand that SB/City may take action to terminate my homebuyer assistance and make the loan due and payable including any accrued interest, and will require the repayment of benefits I was not eligible to receive.

It is with my understanding and consent that a photocopy of this authorization may be used for the purposes stated above. This authorization is valid for the life of the loan.

_____

Address City State Zip

_____/_____/_____ _____-_____-_____ (_____)_____-_____

Date of Birth Social Security No. Telephone Number

_____ _____/_____/_____

Signature Date Signed

DATE: _____ **ANALYST:** _____ **REFERENCE NO.:** _____

Household Member Name: _____ **Source Document:** _____

Paid Hourly: $ _____base pay per hour x 2080 working hours per year = $_____
Annual Income

YTD: _____ $_____ ÷ _____ = $_____ x 2080 hours = $_____
Dates covered Amount # of Days* Daily Income Annual Income

YTD: _____ $_____ ÷ _____ x 24 (bi-monthly) = $_____
Dates covered Amount # of Pay Periods **or** 26 (every 2 weeks) Annual Income

Fixed Income: Pension / SSI / SSA (use GROSS from Letter or Paystub): $_____ x 12 = $ _____
Annual Income

==========

Household Member Name: _____ **Source Document:** _____

Paid Hourly: $ _____base pay per hour x 2080 working hours per year = $_____
Annual Income

YTD: _____ $_____ ÷ _____ = $_____ x 2080 hours = $_____
Dates covered Amount # of Days* Daily Income Annual Income

YTD: _____ $_____ ÷ _____ x 24 (bi-monthly) = $_____
Dates covered Amount # of Pay Periods **or** 26 (every 2 weeks) Annual Income

Fixed Income: Pension / SSI / SSA (use GROSS from Letter or Paystub): $_____ x 12 = $ _____
Annual Income

==========

Self Employment Income:

Household Member Name: _____

Last Tax Return Schedule C Net Income: $ _____

\+ Net Income from Profit and Loss covering period from end of last tax return through present + $ _____

\+ ALL Depreciation, One-Time Costs, Startup Costs, Expansion Costs, Amortization of Capital Indebtedness + $ _____

TOTAL = $ _____

TOTAL $ _____ ÷ number of months covered = $ _____ x 12 = $ _____
. Monthly Income Annual Income

==========

*To annualize YTD:

STEP 1: Establish number of days the information covers

Computation: YR MO DAY end date of information
- YR MO DAY start date of information

Convert months to days (8 x 30 = 240), add any remainder days

STEP 2: Divide YTD figure by calculated number of days to get daily amount earned

STEP 3: Multiply daily figure by 2080 hours if indication is that wages are earned 40 hours per week; adjust for other than 40 hour work week. This provides the annual figure.

Use a 30 day month and "borrow" months or days to calculate

Example: 07 05 01 "borrow 1 month (days = 31)
- 06 08 31 then "borrow" 1 year (months =16)
8 0

Borrower Name: **Employer Name:** ☐ **Paystubs** ☐ **W-2s** ☐ **Tax Returns** ☐ **VOE** ☐ **Other** _____ **Dates Covered** _____ **to** _____ ☐ Paid every 2 weeks (26 pay periods) ☐ Paid twice a month (24 pay periods) ☐ Paid Monthly (12 pay periods) ☐ Year-to-date (YTD) annualized (instructions below)	**Borrower Name:** **Employer Name:** ☐ **Paystubs** ☐ **W-2s** ☐ **Tax Returns** ☐ **VOE** ☐ **Other** _____ **Dates Covered** _____ **to** _____ ☐ Paid every 2 weeks (26 pay periods) ☐ Paid twice a month (24 pay periods) ☐ Paid Monthly (12 pay periods) ☐ Year-to-date (YTD) annualized (instructions below)
Borrower Name: **Employer Name:** ☐ **Paystubs** ☐ **W-2s** ☐ **Tax Returns** ☐ **VOE** ☐ **Other** _____ **Dates Covered** _____ **to** _____ ☐ Paid every 2 weeks (26 pay periods) ☐ Paid twice a month (24 pay periods) ☐ Paid Monthly (12 pay periods) ☐ Year-to-date (YTD) annualized (instructions below)	**Borrower Name:** **Employer Name:** ☐ **Paystubs** ☐ **W-2s** ☐ **Tax Returns** ☐ **VOE** ☐ **Other** _____ **Dates Covered** _____ **to** _____ ☐ Paid every 2 weeks (26 pay periods) ☐ Paid twice a month (24 pay periods) ☐ Paid Monthly (12 pay periods) ☐ Year-to-date (YTD) annualized (instructions below)

To annualize YTD:

STEP 1: Establish number of days the information covers

Computation: YR MO DAY end date of information
- YR MO DAY start date of information

Convert months to days (8 x 30 = 240), add any remainder days

STEP 2: Divide YTD figure by calculated number of days to get daily amount earned

STEP 3: Multiply daily figure by 2080 hours if indication is that wages are earned 40 hours per week; adjust for other than 40 hour work week. This provides the annual figure.

Use a 30 day month and "borrow" months or days to calculate

Example: 07 05 01 "borrow 1 month (days = 31)
- 06 08 31 then "borrow" 1 year (months =16)
8 0

_____ _____ _____

Signature Title Date

APPENDIX C

SUBSIDY LAYERING ANALYSIS

The City's First-Time Homebuyer (FTHB) Program is funded through the U.S. Department of Housing and Urban Development's HOME Investment Partnership Act Program (HOME). HOME program m Administration Responsibilities states that before committing funds to a project, the participating jurisdiction must evaluate the project (subsidy layering analysis) in accordance with guidelines that it has adopted for this purpose and will not invest any more funds, in combination with other governmental assistance, than is necessary to provide affordable housing.

In order to determine the "buying power" of an applicant for the FTHB Program, lenders shall provide evidence for financing of the maximum primary loan amount and determine eligibility for the City's program. The combined dollar amount of the qualifying first mortgage and maximum threshold of qualifying FTHB funding shall establish an estimated "maximum purchase price". This amount will be included in the City's 60-day pre-commitment letter in order to facilitate applicants in finding eligible properties under the FTHB Program.

Once a property has been selected and the purchase price has been determined, a "gap" analysis shall be conducted to determine the exact dollar amount of the second mortgage with the City. The Lender must provide an analysis calculating cash available for all housing expenses* by taking the lesser of the housing ratio (PITI) to monthly income of 38% or debt-to-income ratio of 41% FHA/45% minus debt. The housing cash available will then be used to determine the amount of the primary loan and, ultimately, the Program subsidy amount required, bridging the gap between the purchase price (less down payment) and the amount of the primary loan. The Primary First mortgage must be a fixed rate loan.

* Monthly housing costs include, but are not limited to, payments of principal and interest on the first loan, taxes (including mello roos), insurance (including mortgage insurance), homeowner association fees, and other appropriate expenditures.

Following is a sample analysis, for illustrative purposes.

Family of 4 earning $3,231/month, $38,775/annual
Household Qualifies for up to $56,000 (80% AMI) ($20,000 HOME funds and $36,000 Cal HOME funds)

Housing Payment 1008 form
Borrower Income $3,231.26 monthly income

Purchase Price of Home $170,000
Qualified for a 1st Mortgage of $122,000
Ratios: 32.746/44.970
Down Payment Assistance Available (not to exceed $56,000)

"Estimated Buying Power " Calculation

Qualifying Mortgage	$122,000
FTHB Threshold	$ 56,000
"Maximum" Purchase Price	**$178,000**

"Gap" Calculation

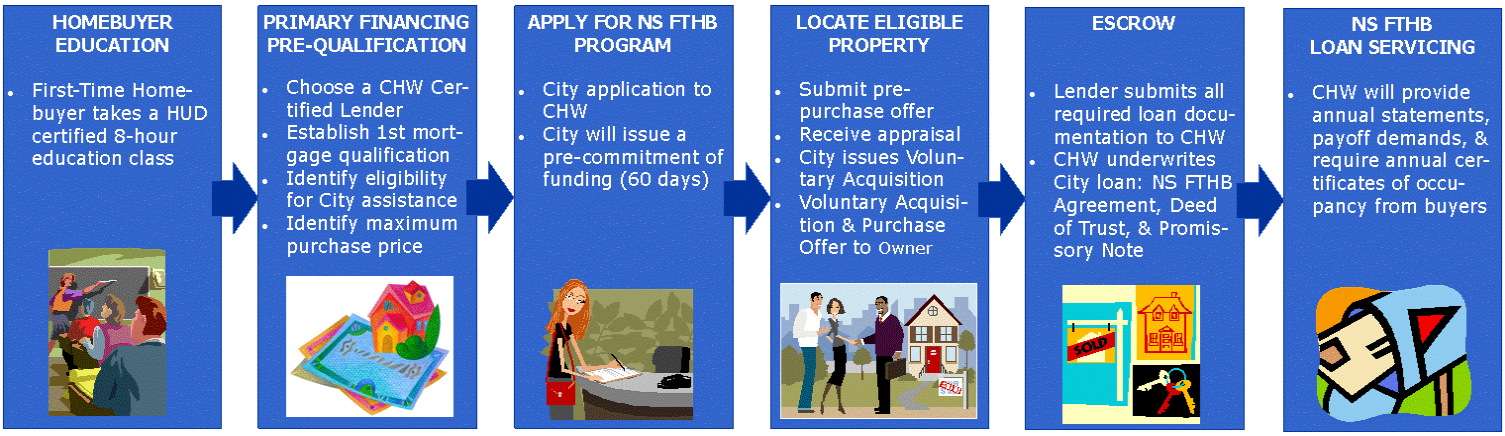
Purchase Price of Property	$170,000
Less First Loan Amount	($122,000)
Plus Closing Costs*	($7,201.91)
Less Down Payment (2%)	($3,400)
Estimated "Gap" Financing Needed	**$ 51,801**

* Closing Costs may vary on each transaction depending on negotiated fees.

Lender shall not reduce 1st mortgage amount to increase amount of gap financing. 1st lender shall maximize first mortgage using the maximum ratios (FHA/Conventional)

APPENDIX D

SAMPLE
HOME- FIRST-TIME HOMEBUYER PROGRAM
SEQUENCE OF LOAN PROCESS & SUMMARY SHEET



1. HOMEBUYER / LENDER

- Completes Homebuyer Education course.
- Applies to Participating Lender for financing.
  - Lender determines FTHB eligibility, including anticipated income.
  - Determines "gap" through subsidy layering analysis.
  - Estimates maximum purchase price.
  - Lender completes Summary Sheet.
- Complete City FTHB Application, including: Affidavit; Lender Certification; Release of Information, and other applicable declarations.

2. PROGRAM ADMINISTRATOR & CITY

- Review application for FTHB and issue denial or approval.
  - If approved, City issues a 60 day letter of pre-commitment of funds. The letter will include the threshold the household has qualified for and the estimated "buying power"/"estimated maximum purchase price".

3. HOMEBUYER & REALTOR

- Selects house that is eligible for the FTHB.
- Places an initial purchase offer.
- Choose a certified appraiser to conduct a third-party appraisal to determine Market Value of home and provides to City.

4. APPRAISER

- Conducts appraisal in accordance with FTHB requirements.
- Realtor/lender submit initial offer, appraisal, Appraiser Certification, Appraiser Checklist, and Request for Issuance of Voluntary Acquisition to Program Administrator.

6. HOMEBUYER & REALTOR

- Make Final Purchase Offer, accompanied by voluntary acquisition.

7. LENDER

- Starts processing for mortgage loan and City loan.
- Prepares and forwards update to application package to City, including Summary Sheet update.
- Processes and underwrites Applicant for first mortgage.
- Has an Independent Certified Risk Assessor (or certified equivalent) conduct a property inspection and Risk Assessment to ensure the subject property meets the City's Property Standards (PS) and lead-based paint regulations. Notifies lender, buyer and Escrow of work needed to cure defects within 15 days of lead-based hazard determination (if applicable), and provides Buyer, Lender, and Escrow a copy of any/all Risk Assessment Report(s).

8. PROGRAM ADMINISTRATOR STAFF AND CERTIFIED LEAD BASED PAINT PROFESSIONALS

- The Program Administrator issues a 60 day Commitment to Lender after approving the update to application package and verifying that the property meets minimum property standards, Property Standards, reference. *(NOTE: The City may choose to issue a Commitment pending receipt of missing documentation and completion of work to cure property of code violations and/or lead-based paint hazards.)*
    - Work to cure property defects and/or lead-based paint hazards takes place by Certified Lead-Based Paint Professionals (if applicable).
    - Re-inspection and clearance of property takes place to ensure Property Standards and elimination of lead-based paint hazards (if applicable).

9. ESCROW, LENDER & PROGRAM ADMINISTRATOR

- Coordinates signing of all closing documents by Sellers and Borrowers, including the following City documents:
    - Deed of Trust, Promissory Note, and FTHB Regulatory Agreement.

10. LENDER

- Sends Close of Escrow Package and all outstanding documentation (per the Commitment) to Program Administrator prior to Commitment expiration.
- Program Administrator works with City to get necessary signature on HOME Agreement.
- Funds loan through Escrow/Title and Escrow/Title Company and sends Deed of Trust and all recordable documents to the Title Company or County Recorder's Office (close of escrow).

11. PROGRAM ADMINISTRATOR

- Receives and reviews Close of Escrow Package (outstanding documentation, original documents, and certified/executed copies).
- Wires City loan funds through Escrow/Title and Escrow/Title Company sends Deed of Trust and all recordable documents to the Title Company or County Recorder's Office (close to escrow).
- Conducts random audit of Lenders records.

12. HOMEBUYER

- Receives City loan.
- Signs an Annual Affidavit of Owner-Occupancy.
- Provides evidence of Insurance

Exhibit D

APPENDIX E

CITY LOAN QUALITY COMMITMENT POLICY

The City of National City Housing, Grants and Asset Management Department and the Program Administrator invites the entire mortgage lending community to participate in the First-Time Homebuyer Program. Participation will continue to be open to those mortgage lenders who uphold the following work standards:

- Lending company personnel receive training for the program before being assigned to prepare loan packages. This training includes: Program Administrator training sessions (if applicable); knowledge of training manual; knowledge of City-provided update letters.

- Each lender enrolled in the program designates a Program Administrator Contact Person for each participating branch. The Contact's responsibilities include: 1) making Lender Update letters (including attachments) available to all City loan-related personnel in a timely manner; 2) attending at least one training session per year (if applicable); 3) notifying Housing staff of any re-assignment of Contact person and/or changes in company location and or status.

- Expiration of a Loan *Commitment* without submission of the required paperwork must be addressed in a timely manner by; submitting the documents necessary to make the file current, close the loan, or canceling the pending loan with notification to the City.

- The lender must obtain the *Commitment* to issue the loan before funding the loan.

- Each funding lender ensures that the closing or funding department of their company is aware of their obligations under the city loan program and are prepared to submit all necessary closing documentation in a timely manner.

- Buyers are treated fairly, receiving a full and accurate explanation about the city loan. For questions that the lender cannot answer, the buyer is referred to housing staff.

APPENDIX F

PROPERTY STANDARDS (PS)

The City's First-Time Homebuyer Program is funded through the U.S. Department of Housing and Urban Development's HOME Program. HOME program requires housing must "meet all applicable State and local code requirements and, if there are no such standards or code requirements, the housing must meet the housing quality standards in 24 CFR 982.401".

The Acceptability Criteria listed with each section sets the minimum standards that must be met in all residential units. The Interpretation of Acceptability Criteria listed after those criteria are the standards that City feels should also be met if the property is to have long-term utility and contribute to the livability of the unit.

ACCEPTABLE CRITERIA AND INTERPRETATIONS

A. SITE AND NEIGHBORHOOD - The site and neighborhood shall be reasonably free from disturbing noises and reverberations and other hazards to the health, safety and general welfare of the occupants.

ACCEPTABILITY CRITERIA - The site and neighborhood shall not be subject to serious adverse environmental conditions, natural or manmade such as:

1. Dangerous walks, steps or instability;
2. Flooding, poor drainage, septic tank back-ups, sewer hazards or mudslides;
3. Abnormal air pollution, smoke or dust;
4. Excessive noise, vibrations or vehicular traffic;
5. Excessive accumulations of trash;
6. Vermin or rodent infestation;
7. Fire hazards;

INTERPRETATION OF ACCEPTABILITY CRITERIA

1. All steps and walks should be level, free from dangerous cracks, crumbling or breaks, tripping hazards, broken & missing materials, etc., and be provided with sufficient pitch to prevent water accumulation.
2. The lot should have positive drainage away from the dwelling and/or dwelling unit to prevent standing water at the foundation.
3. No additions.
4. No additions.
5. Any materials, which accumulate on a property in the neighborhood, should be removed or screened and arranged in a manner that does not detract from the general appearance of the neighborhood.
6. No additions – see #5 above – removal of trash, garbage, debris, etc., will significantly reduce infestation problems.

7. The site should be free from fire hazards, such as the storage of highly flammable materials, etc.

B. ACCESS – The dwelling/dwelling unit shall have adequate access for the occupants.

ACCEPTABILITY CRITERIA

1. The dwelling/dwelling unit shall be usable and capable of being maintained without unauthorized use of other private properties.
2. The building shall provide an alternative means of egress in case of fire, i.e., fire stairs, egress through windows, etc.

INTERPRETATION OF ACCEPTABILITY CRITERIA

1. The property should be adjacent to an access street or road.
2. No additions.

C. STRUCTURE AND MATERIALS - The dwelling/dwelling unit shall be structurally so as not to pose any threat to the health and safety of the occupants and so as to protect the occupants from the environment.

ACCEPTABILITY CRITERIA

1. Ceilings, walls (interior and exterior), floors, roofs, porches, etc., shall not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts, or other serious damage.
2. The roof structure shall be firm and the roof shall be weather tight.
3. The exterior wall structure and the exterior and interior wall surfaces shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose materials, loose siding or other serious damage.
4. The conditions and equipment of interior and exterior stairways, halls, porches, walkways, etc., shall be such as not to present a danger of tripping and/or falling.
5. Elevators shall be maintained in a safe operating condition.
6. In the case of a mobile home, the home shall be securely anchored by a tie-down device, which distributes and transfers loads imposed by the unit to appropriate ground anchors so as to resist wind, overturning and sliding.

INTERPRETATION OF ACCEPTABILITY CRITERIA

1. Where crawl spaces or basements exist, all first-floor structural wood members, including floor joists, plates, piers and pilings should be inspected for cracked, broken, rotten or otherwise damaged conditions. Damaged members should be repaired and/or replaced as required.

   The exterior/interior walls should be weather-tight in a manner that prevents heat loss in the winter (cooling loss in the summer) as much as possible. This includes the repainting and/or installations of siding to protect the exterior surface from the

elements. The interior walls should be repaired/replaced as required to facilitate this criterion.

2. The roof structure should be firm in that all roof-framing members should be free from cracks and rot. The roof sheathing should be solid and free from sagging, buckling, heaving, etc. If the roof appears to be well worn, it should be replaced. If possible, the best replacement will include stripping all the way down to the sheathing and replacing. If costs dictate, a second layer of roofing can be installed over the first layer. If there are already two or more layers of roofing materials, the roof should be stripped down to the sheathing, and if necessary, replace the sheathing and then install the new roof covering.
3. Concrete block or brick foundations, piers and pilings, should be inspected for loose mortar joints. All empty or cracked mortar joints should be tuck-pointed in an acceptable manner to match, as closely as possible, the rest of the structure. The joints should be recessed.

   The chimney should be inspected for loose mortar joints and proper height. All empty or cracked mortar joints should be tuck-pointed in an acceptable manner to match, as closely as possible, the rest of the chimney. The joints should be recessed.
4. All exterior steps, walkways and porches should be free of tripping hazards. Crumbling, cracked, broken, missing and/or uneven conditions should be repaired and/or replaced as necessary.

   The condition of all interior stairways should be such as not to present a danger of tripping or falling, see above. Handrails should be properly installed on all stairways.
5. No additions.
6. No additions.
7. The property should be inspected by a qualified extermination firm, and if necessary treated for vermin, rodents, termites and other wood-burrowing insects.
8. All outbuildings such as garages, storage sheds, etc., should be repaired to a usable condition or removed from the property.
9. The general appearance of the outside of the structure and the lot, after rehabilitation, should be such that it makes a significant contribution to the general appearance of the neighborhood.
10. Installation of gutters and down spouts is strongly recommended in order to divert water away from foundations.

D. LEAD-BASED PAINT – The dwelling unit shall be in compliance with the HUD Lead-Based Paint regulations.

<u>ACCEPTABILITY CRITERIA</u>

1. The dwelling/dwelling unit shall comply with HUD Lead-based Paint regulations at 24 CFR Part 35, issued pursuant to the Lead-Based Paint Poisoning Prevention Act, 42 USC 4801.
2. The owner shall provide a certification that the dwelling is in compliance with such HUD regulations.

3. If the property was constructed prior to 1978, any in-place tenant/family shall be furnished a notice and pamphlet as required by the Lead-Based Paint regulations. Such notice shall inform them of the procedures regarding the hazards of lead-based paint poisoning, the symptoms and treatment of lead poisoning and the precautions to be taken against lead poisoning.

INTERPRETATION OF ACCEPTABILITY CRITERIA

1. Compliance with the Lead-Based Paint regulations requires the following actions:
   - Notification to all occupants that the property may contain lead-based paint, if constructed prior to 1978, and the hazards, symptoms and treatment of such poisoning, including information on testing for elevated blood levels (EBL) for children.
   - All contracts shall include language prohibiting the use of lead-based paint.
   - The inspection for and elimination of “immediate hazards”, which are defined as chipping, peeling, flaking, cracking or other defects in previously painted surfaces.
2. No additions.
3. No additions.

E. WATER SUPPLY

ACCEPTABILITY CRITERIA

1. The dwelling/dwelling unit shall be served by an approved public or private sanitary water supply.

INTERPRETATION OF ACCEPTABILITY CRITERIA

1. The dwelling unit should have a water heater of sufficient capacity to serve present and anticipated future residents. Further, they should not be allowed in bathrooms, bedrooms, sleeping rooms or closets.
2. Hot and cold water should be supplied to all kitchens, baths and laundry facilities.
3. All water lines should be protected from freezing.

F. INTERIOR AIR QUALITY - The dwelling/dwelling unit should be free of pollutants in the air at levels that threaten the health of the occupants.

ACCEPTABILITY CRITERIA

1. The dwelling/dwelling unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust and other harmful air pollutants.
2. Air circulation shall be adequate throughout the dwelling/dwelling unit.
3. Bathroom areas shall have at least 1 openable window or other adequate exhaust ventilation.

INTERPRETATION OF ACCEPTABILITY CRITERIA

1. All gas or oil fired appliances should have proper venting to the outside of the dwelling/dwelling unit for combustion gases.
2. All windows designed to open should be capable of being easily opened, provided with the proper window hardware to make them both operable and openable, and provided with screens properly installed and maintained.
3. Kitchen areas should also have proper ventilation.

G. ILLUMINATION AND ELECTRICITY – Each room shall have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of the occupants. Sufficient electrical sources shall be provided to permit use of essential electrical appliances while assuring safety from fire.

ACCEPTABILITY CRITERIA

1. Living and sleeping rooms shall include at least one window.
2. A ceiling or wall-type light fixture shall be present and working in the bathroom and kitchen areas.
3. At least two electric outlets, one of which may be an overhead light, shall be present and operable in the living area, kitchen and each bedroom area.

INTERPRETATION OF ACCEPTABILITY CRITERIA

1. No additions not performed in a workmanlike manner.
2. A ceiling or wall fixture, operated by a wall switch should be present in the kitchen, bath and hallways.
3. All outlets installed as a result of the rehabilitation work should be of the grounded type.
4. Each unit should be provided with a least 100 amp service and a sufficient number of circuits to service present and anticipated future use of the:
   - There should be separate circuits for any air conditioners (including window type), furnaces, electric dryers, electric stoves, microwaves and any other special appliances.
   - There should be two separate 20-amp circuits (minimum) for the heavy workload area in the kitchen, and all kitchens should be wired to the National Electric Code (NEC), based on the size and layout of each individual kitchen.
   - With the exception of kitchens (see b. above), all other rooms should be assessed relative to their use of electricity and additional outlets and/or switches installed based on usage and safety factors.
   - Electrical outlets in the bathrooms and kitchens should have an overload switch.
5. Connection at the main service to the unit should be in an acceptable manner.
   - Placement of the connection should be out of the reach of children,
   - Proper anchoring should be used.

6 All defective exposed “knob & tube” wiring should be removed. It is recommended that any additional exposed “knob & tube” also be removed and replaced in conduit to prevent splicing and/or unsafe usage.

7. All hazardous conditions such as broken switches/outlets, missing covers, bare wiring, fixtures not properly installed/anchored should be repaired/replaced in an acceptable manner. It is recommended that all “pendant” type fixtures be replaced with an appropriate ceiling/wall fixture.
8. Although though a room may meet acceptability criteria #3 above, if the inspection reveals the use of octopus plugs, adapters, extension/zip cords and/or other unsafe practices, additional outlets should be installed.

H. THERMAL ENVIRONMENT – The dwelling/dwelling unit shall have and be capable of maintaining a thermal environment healthy for the human body.

ACCEPTABILITY CRITERIA

1. The dwelling/dwelling unit shall contain safe heating and cooling facilities, which are in proper operating condition and can provide adequate heat and/or cooling to each room in the dwelling/dwelling unit appropriate for the climate to insure a healthy living environment.
2. Unvented room heaters that burn gas, oil or kerosene are unacceptable.

INTERPRETATION OF ACCEPTABILITY CRITERIA

3. All parts of the venting system for central heating/cooling units should be in proper working condition. For example:
   - Vent pipes should be free of rust and be properly maintained.
   - Where vent pipes are connected to a masonry chimney, that chimney should be properly maintained so that all mortar joints are tightly sealed.
4. No additions.
5. The attic should be insulated to a rating of R-30 with acceptable insulation material. Where cellulose is used, it should be tested for fire protection. Cellulose bags should be labeled with acceptable ratings derived from flame-spread tests.
6. Weather stripping should be applied as needed around all doors and windows.
7. Storm windows and doors should be installed whenever possible.
8. Any inside walls that are on an exterior wall, if opened down to the studs during the course of the rehabilitation, should be fully insulated with an acceptable insulation material.
9. All joints in the building envelope should be caulked/sealed. All brittle or loose caulking should be replaced.
10. Supply and return heating/air-conditioning ducts should be insulated whenever they run through unheated areas/spaces.
11. It is strongly recommended that whenever space heaters and/or floor furnaces are used, they be replaced with a properly installed more efficient central heating/cooling system.

I. SANITARY FACILITIES – The dwelling/dwelling unit shall include its own sanitary facilities, which are in proper operating condition, can be used in privacy, and are adequate or personal cleanliness and the disposal of human waste.

ACCEPTABILITY CRITERIA

1. A flush toilet in a separate, private room; a fixed basin with hot and cold running water; and a bathtub and/or shower with hot and cold running water, shall be present in the dwelling/dwelling unit, and shall be fully operational.
2. These facilities shall utilize an approved public or private disposal system.

INTERPRETATION OF ACCEPTABILITY CRITERIA

1. The toilet, basin, and tub or shower should all be located in the same room, if at all possible.
2. Where a public sewage system is not used, documentation in the file should show where the appropriate health agency has approved the disposal system.

J. SPACE AND SECURITY – The dwelling/dwelling unit shall afford the family adequate space and security.

ACCEPTABILITY CRITERIA

1. A living room, kitchen area, and bathroom shall all be present.

2. The dwelling/dwelling unit shall contain at least one sleeping or living/sleeping room of appropriate size for each two persons.
3. Exterior doors and windows accessible from outside the unit shall be lockable.
4. Each dwelling/dwelling unit should have smoke detectors. Where bedrooms are located on more than one floor of a structure, smoke detectors should be installed on each floor. It is recommended that all smoke detectors be U.L. approved and be hard-wired. U.L. approved battery type or a combination electric/battery type may also be used.

INTERPRETATION OF ACCEPTABILITY CRITERIA

1. No additions

K. FOOD PREPARATION AND REFUSE DISPOSAL – The dwelling/dwelling unit shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.

ACCEPTABLE CRITERIA

1. The unit shall contain the following equipment in operating condition: 1) cooking stove or range, 2) refrigerator or appropriate size for the unit supplied by either the owner or the tenant/family, and 3) kitchen sink with hot and cold running water.
2. The sink shall drain into an approved public or private system.
3. Adequate space for the storage, preparation and serving of food shall be provided.
4. There shall be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary (i.e. garbage cans).

INTERPRETATION OF ACCEPTABILITY CRITERIA

1. No additions made without City permits and not performed in a workmanlike manner.
2. Food storage space should be in the form of cabinets and/or pantry type storage. Food preparation space should be in the form of counters or other horizontal workspace.
3. No additions.

L. SANITARY CONDITION - The unit and its equipment shall be in sanitary condition.

ACCEPTABILITY CRITERIA

1. The unit and its equipment shall be free of vermin and rodent infestation.

INTERPRETATION OF ACCEPTABILITY CRITERIA

1. No additions not made without City permits.

PROPERTY STANDARDS INSPECTION FORM

A. General Information:

1. Address of Inspected Unit:
2. Borrower Name:
3. Date of Inspection:
4. Inspector's Name:

The following visual inspection is performed by the City of National City and is to be used as information purposes only. The City of National City is not a licensed inspection company and in no way is this to be construed as the borrower's Physical Inspection or due diligence inspection. This will only state the condition of the above referenced property at the time of inspection that the inspector can visually see, prior to the close of escrow. There are no invasive inspections performed nor will the City of National City determine the useful life of some of the mayor systems such as roofs, crawl spaces, plumbing, or other in depth testing or inspections. Should these items be of concern please be sure to contact a professional for those inspections or testing. If professional(s) is/are needed in cases of lead based paint testing, the City will require the borrower or the seller to pay for a third party inspector.

Notes:

BUILDING EXTERIOR

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**GENERAL CONDITION** Is the exterior maintained in good repair, structurally sound, and sanitary?			
2.	**PROTECTIVE TREATMENT** Are all exterior surfaces, other than decay-resistant woods, protected from the elements and decay? Is any paint peeling, flaking, chipped, cracking, chalking or showing any other signs of paint deterioration? Is all siding, masonry, vinyl, wood, or other surfaces, maintained in good repair, weather resistant, and water tight? Are all metal surfaces treated to prevent rust and corrosion?			
3.	**FOUNDATION WALLS/SLABS** Are all foundation walls/slabs maintained plumb and free from open cracks? Are foundation vents in good repair and kept in such conditions so as to prevent the entry of rodents and other pests?			
4.	**EXTERIOR WALLS** Are all walls free from holes, breaks, and loose or rotting materials and maintained weatherproof and properly surface coated where required to prevent deterioration?			
5.	**SIDEWALKS & DRIVEWAYS** Are sidewalks, walkways, and driveways in a proper state of repair and maintained free from hazardous (trip) conditions?			
6.	**ROOF** Is the roof and flashing sound, tight, and not have defects that admit moisture to the interior of the structure?			
7.	**GUTTERS & DOWNSPOUTS** Are gutters and downspouts maintained in good repair and free from obstructions?			
8.	**PREMISE IDENTIFICATION** Does the building have 4” high and ½” wide address numbers placed in a position to be plainly seen from street and contrast with the building background?			
9.	**SOFFIT/FASCIA/DECORATIVE FEATURES / TRIM** Are all soffit, fascia cornices, belt courses, corbels, terra cotta trim, wall facings, and other similar decorative features, and trim maintained in good repair, properly anchored, and in a safe condition?			
10.	**STAIRWAYS, DECKS, PORCHES & BALCONIES** Are all exterior stairways, decks, porches, & balconies, and all appurtenances attached to, structurally sound, maintained in good repair, with proper anchorage, and capable of supporting imposed loads?			
11.	**SKYLIGHT**			

	Are all skylights kept in sound condition, good repair, and weather tight?			
12.	**CHIMNEY** Are all chimneys structurally sound, safe, sound, and maintained in good repair? Are all exposed metal or wood surfaces protected against decay or rust by paint or other surface treatment?			

	Description	PASS OR FAIL	N/A	Repairs Required
13.	**HANDRAILS & GUARDRAILS** Are handrails and guardrails firmly fastened, capable of supporting normal loads, and maintained in good repair? Do all stairways having more than four (4) risers have a handrail on one side? Do all open portion of a landing, balcony, porch, deck, ramp, or other walking surface more than 30” above grade have guardrails? If handrails are present, are they at less 30” and not more than 42” high? If guardrails are present, are they at less 30” or more above the floor of the landing, balcony, porch, deck, ramp, or other walking surface?			
14.	**DOORS** Are all doors, frames, and hardware kept in sound condition, good repair, and weather tight? Do all locks tightly secure the doors to provide security for the occupants and property within? Does each door have a deadbolt with a throw of not less than 1”? Can the deadbolt be operated from the inside without a key? If storm doors or screen doors are present, are they kept in sound condition, good repair, weather tight, and have a self-closing device in good condition?			
15.	**WINDOWS** Are all windows and frames kept in sound condition, good repair, and weather tight? Is all glazing present and maintained free from cracks and holes? Are all windows that provide ventilation to habitable rooms equipped with insect screens and kept in sound condition and good repair? If basement windows are present, are rodent shields or storm windows in sound condition, good repair, and weather tight?			
16.	**BASEMENT HATCHWAY (IF PRESENT)** Are basement hatchways maintained to prevent the entrance of rodents, rain, and surface drainage water? Are basement hatchways equipped with devices that secure the dwelling from unauthorized entry?			
17.	**FENCES/GATES (RENTAL ONLY)** Are all fences and gates maintained in sound condition and good repair?			
18.	**SANITARY DRAINAGE SYSTEM** Are all plumbing stacks, vents, waste and sewer line			

	function properly, maintained in a safe, sanitary condition, and kept free from obstructions, leaks, and defects?			
19.	**WATER SUPPLY** Is the water supply system maintained in a safe, sanitary condition, kept free from obstructions, leaks, and defects? If hose bibs or faucets are installed, are the bibs and faucets protected by an approved atmospheric-type (freeze proof) vacuum breaker?			
20.	**ELECTRICAL SERVICE** Does a three-wire, 120/240 volt, single-phase electrical service with a rating of not less than 60 amperes, serve the dwelling? Is all equipment, wiring, and appliances properly installed and maintained in a safe condition?			

LIVING ROOM

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**GENERAL CONDITION** Is the room maintained in good repair, structurally sound, and sanitary?			
2.	**INTERIOR SURFACE** Does any interior surfaces, including windows, doors, and trim have any paint peeling, flaking, chipped, cracking, chalking or showing any other signs of paint deterioration? Are all walls and ceiling surfaces free of cracks or loose plaster, decayed wood, or other defective surface conditions? Is all trim maintained in good repair, properly anchored, and in a safe condition? Are all floors sound and maintained in good repair? Are floor coverings sanitary, maintained in good repair, and free from hazardous (trip) conditions?			
3.	**WINDOWS** Are all window frames and trim kept in sound condition, good repair, and weather tight? Is weather stripping present and in good condition on all windows? Is there at least one (1) window facing directly outside, that has a minimum glazed area of 8% of the total floor area for ventilation and lighting? (Example: 100 sq. ft room must have 8 sq. ft of window glazing). Is there at least one (1) openable window that has a minimum opening of at least 45% of the minimum glazed area as required above? Are all operable windows easily opened and capable of being held in position by window hardware? Are all operable windows, located 6' or less above ground level, equipped with a working window sash-locking device?			
4.	**DOORS** Are all doors, frames, and hardware kept in sound condition and good repair? Do all doors fit reasonably well within its frame and are capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware? Is weather stripping present and in good condition on all exterior doors?			
5.	**ROOM WIDTH AND HEIGHT** Is the width of the room in any plan dimension less than 7'? Is the ceiling height less than 7'?			

6.	**ELECTRICAL RECEPTACLES/SWITCHES** Are there at least two working separate and remote receptacle outlets? Are all receptacles, switches, fixtures, and cover plates maintained in a safe condition and good repair? Is the room free from electrical hazards?			

DEN OR FAMILY ROOM

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**GENERAL CONDITION** Is the room maintained in good repair, structurally sound, and sanitary?			
2.	**INTERIOR SURFACE** Does any interior surfaces, including windows, doors, and trim have any paint peeling, flaking, chipped, cracking, chalking or showing any other signs of paint deterioration? Are all walls and ceiling surfaces free of cracks or loose plaster, decayed wood, or other defective surface conditions? Is all trim maintained in good repair, properly anchored, and in a safe condition? Are all floors sound and maintained in good repair? Are floor coverings sanitary, maintained in good repair, and free from hazardous (trip) conditions?			
3.	**WINDOWS** Are all window frames and trim kept in sound condition, good repair, and weather tight? Is weather stripping present and in good condition on all windows? Is there at least one (1) window facing directly outside, that has a minimum glazed area of 8% of the total floor area for ventilation and lighting? (Example: 100 sq. ft room must have 8 sq. ft of window glazing) Is there at least one (1) openable window that has a minimum opening of at least 45% of the minimum glazed area as required above? Are all operable windows easily opened and capable of being held in position by window hardware? Are all operable windows, located 6’ or less above ground level, equipped with a working window sash-locking device?			
4.	**DOORS** Are all doors, frames, and hardware kept in sound condition and good repair? Do all doors fit reasonably well within its frame and are capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware? Is weather stripping present and in good condition on all exterior doors?			
5.	**ROOM WIDTH AND HEIGHT** Is the width of the room in any plan dimension less than 7’? Is the ceiling height less than 7’?			

6.	**ELECTRICAL RECEPTACLES/SWITCHES** Are there at least two working separate and remote receptacle outlets? Are all receptacles, switches, fixtures, and cover plates maintained in a safe condition and good repair? Is the room free from electrical hazards?			

DINING ROOM

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**GENERAL CONDITION** Is the room maintained in good repair, structurally sound, and sanitary?			
2.	**INTERIOR SURFACE** Does any interior surfaces, including windows, doors, and trim have any paint peeling, flaking, chipped, cracking, chalking or showing any other signs of paint deterioration? Are all walls and ceiling surfaces free of cracks or loose plaster, decayed wood, or other defective surface conditions? Is all trim maintained in good repair, properly anchored, and in a safe condition? Are all floors sound and maintained in good repair? Are floor coverings sanitary, maintained in good repair, and free from hazardous (trip) conditions?			
3.	**WINDOWS** Are all window frames and trim kept in sound condition, good repair, and weather tight? Is weather stripping present and in good condition on all windows? Is there at least one (1) window facing directly outside, that has a minimum glazed area of 8% of the total floor area for ventilation and lighting? (Example: 100 sq. ft room must have 8 sq. ft of window glazing) Is there at least one (1) openable window that has a minimum opening of at least 45% of the minimum glazed area as required above? Are all operable windows easily opened and capable of being held in position by window hardware? Are all operable windows, located 6’ or less above ground level, equipped with a working window sash-locking device?			
4.	**DOORS** Are all doors, frames, and hardware kept in sound condition and good repair? Do all doors fit reasonably well within its frame and are capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware? Is weather stripping present and in good condition on all exterior doors?			
5.	**ROOM WIDTH AND HEIGHT** Is the width of the room in any plan dimension less than 7’? Is the ceiling height less than 7’?			

6.	**ELECTRICAL RECEPTACLES/SWITCHES** Are there at least two working separate and remote receptacle outlets? Are all receptacles, switches, fixtures, and cover plates maintained in a safe condition and good repair? Is the room free from electrical hazards?			

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**GENERAL CONDITION** Is the room maintained in good repair, structurally sound, and sanitary?			
2.	**INTERIOR SURFACE** Does any interior surfaces, including windows, doors, cabinets, and trim have any paint peeling, flaking, chipped, cracking, chalking or showing any other signs of paint deterioration? Are all walls and ceiling surfaces free of cracks or loose plaster, decayed wood, or other defective surface conditions? Is all trim maintained in good repair, properly anchored, and in a safe condition? Are all floors sound and maintained in good repair? Are floor coverings sanitary, maintained in good repair, and free from hazardous (trip) conditions? Are all countertops used for food preparation sanitary, maintained in proper condition, and good repair?			
3.	**WINDOWS** Are all window frames and trim kept in sound condition, good repair, and weather tight? Is weather stripping present and in good condition on all windows? Is there at least one (1) window facing directly outside, that has a minimum glazed area of 8% of the total floor area for ventilation and lighting? (Example: 100 sq. ft room must have 8 sq. ft of window glazing) Is there at least one (1) openable window that has a minimum opening of at least 45% of the minimum glazed area as required above? Are all operable windows easily opened and capable of being held in position by window hardware? Are all operable windows, located 6’ or less above ground level, equipped with a working window sash-locking device?			
4.	**DOORS** Are all doors, frames, and hardware kept in sound condition and good repair? Do all doors fit reasonably well within its frame and are capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware? Is weather stripping present and in good condition on all exterior doors?			
5.	**ROOM WIDTH AND HEIGHT** Is there a clear passageway of not less than 3’ between			

	countertops and appliances or countertops and walls? Is the ceiling height less than 7'?			
6.	**ELECTRICAL RECEPTACLES/SWITCHES/ FIXTURES:** Are there at least two working separate and remote receptacle outlets? Is there at least one permanently attached working light fixture? Are all receptacles, switches, fixtures, and cover plates maintained in a safe condition and good repair? Is the room free from electrical hazards?			

KITCHEN (Continued)

	Description	PASS OR FAIL	N/A	Repairs Required
7.	**PLUMBING SYSTEM & FIXTURES** Does the kitchen have a sink, which is properly connected to a public utility service? Is the sink supplied with hot and cold running water? Are all plumbing fixtures, including drains and water lines, properly installed, maintained in working order, kept free from obstructions, leaks, and defects, safe, sanitary, and capable of performing the design function?			
8.	**COOKTOP, OVEN OR RANGE SERVICE** Is there a working connection for either gas or electrical service for installation of a cooktop, oven or a range? Are all service connections properly installed, of adequate size (electrical), maintained in a safe condition, good repair, free of leaks (gas), safe, and capable of performing the design function? Is the service free from electrical hazards?			
9.	**STOVE OR RANGE WITH OVEN (RENTAL ONLY)** Is there a working oven, and a stove (or range) with top burners that work?			
10.	**REFRIGERATOR (RENTAL ONLY)** Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?			

MAIN BATHROOM

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**GENERAL CONDITION** Is the room maintained in good repair, structurally sound, and sanitary?			
2.	**BATHROOM ACCESS** Do all occupants have access to at least one water closet and lavatory without passing through another bedroom?			
3.	**INTERIOR SURFACE** Does any interior surfaces, including windows, doors, cabinets, and trim have any paint peeling, flaking, chipped, cracking, chalking or showing any other signs of paint deterioration? Are all walls and ceiling surfaces free of cracks or loose plaster, decayed wood, or other defective surface conditions? Is all trim maintained in good repair, properly anchored, and in a safe condition? Are all floors sound and maintained in good repair? Are floor coverings sanitary, maintained in good repair, and free from hazardous (trip) conditions? Are all vanity countertops sanitary, maintained in proper condition, and good repair?			
4.	**WINDOWS** Are all window frames and trim kept in sound condition, good repair, and weather tight? Is weather stripping present and in good condition on all windows? Is there at least one (1) window facing directly outside, that has a minimum glazed area of 8% of the total floor area for ventilation? (Example: 30 sq. ft room must have 2.4 sq. ft of window glazing). Are all operable windows easily opened and capable of being held in position by window hardware? Are all operable windows, located 6’ or less above ground level, equipped with a working window sash-locking device? **Exception: In lieu of natural ventilation, artificial mechanical ventilation complying with building code is permitted. Is air exhausted by mechanical ventilation discharged to the outdoors and not recirculated?**			
5.	**DOORS** Are all doors, frames, and hardware kept in sound condition and good repair? Does the door have an interior locking device? Do all doors fit reasonably well within its frame and are capable of being opened and closed by being properly			

	and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware?			
6.	**ROOM WIDTH AND HEIGHT** Is the ceiling height less than 7'? **NOTE: There are no width requirements for bathrooms.**			
7.	**ELECTRICAL RECEPTACLES/SWITCHES/ FIXTURES:** Is there an at least one working receptacle outlet? Is there at least one permanently attached working light fixture? Are all receptacles, switches, fixtures, and cover plates maintained in a safe condition and good repair? Is the room free from electrical hazards?			

8.	**PLUMBING SYSTEM & FIXTURES** Does the bathroom have a bathtub or shower, lavatory and water closet, which are properly connected to a public utility service? Are the tub or shower and lavatory supplied with hot and cold running water? Is the water closet supplied with cold running water? Are all plumbing fixtures, including drains and water lines, properly installed, maintained in working order, kept free from obstructions, leaks, and defects, safe, sanitary, and capable of performing the design function?			

MASTER BATHROOM

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**GENERAL CONDITION** Is the room maintained in good repair, structurally sound, and sanitary?			
2.	**BATHROOM ACCESS** Do all occupants have access to at least one water closet and lavatory without passing through another bedroom?			
3.	**INTERIOR SURFACE** Does any interior surfaces, including windows, doors, cabinets, and trim have any paint peeling, flaking, chipped, cracking, chalking or showing any other signs of paint deterioration? Are all walls and ceiling surfaces free of cracks or loose plaster, decayed wood, or other defective surface conditions? Is all trim maintained in good repair, properly anchored, and in a safe condition? Are all floors sound and maintained in good repair? Are floor coverings sanitary, maintained in good repair, and free from hazardous (trip) conditions? Are all vanity countertops sanitary, maintained in proper condition, and good repair?			
4.	**WINDOWS** Are all window frames and trim kept in sound condition, good repair, and weather tight? Is weather stripping present and in good condition on all windows? Is there at least one (1) window facing directly outside, that has a minimum glazed area of 8% of the total floor area for ventilation? (Example: 30 sq. ft room must have 2.4 sq. ft of window glazing). Are all operable windows easily opened and capable of being held in position by window hardware? Are all operable windows, located 6’ or less above ground level, equipped with a working window sash-locking device? **Exception: In lieu of natural ventilation, artificial mechanical ventilation complying with building code is permitted. Is air exhausted by mechanical ventilation discharged to the outdoors and not recirculated?**			
5.	**DOORS** Are all doors, frames, and hardware kept in sound condition and good repair? Does the door have an interior locking device? Do all doors fit reasonably well within its frame and are capable of being opened and closed by being properly			

	and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware?			
6.	**ROOM WIDTH AND HEIGHT** Is the ceiling height less than 7'? **NOTE: There are no width requirements for bathrooms.**			
7.	**ELECTRICAL RECEPTACLES/SWITCHES/ FIXTURES:** Is there an at least one working receptacle outlet? Is there at least one permanently attached working light fixture? Are all receptacles, switches, fixtures, and cover plates maintained in a safe condition and good repair? Is the room free from electrical hazards?			

8.	**PLUMBING SYSTEM & FIXTURES** Does the bathroom have a bathtub or shower, lavatory and water closet, which are properly connected to a public utility service? **Note: Tub or shower is not required if main bathroom has these items.** If tub and shower are present, are the tub or shower and lavatory supplied with hot and cold running water? Is the water closet supplied with cold running water? Are all plumbing fixtures, including drains and water lines, properly installed, maintained in working order, kept free from obstructions, leaks, and defects, safe, sanitary, and capable of performing the design function?			

BEDROOM #1

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**GENERAL CONDITION** Is the room maintained in good repair, structurally sound, and sanitary?			
2.	**OCCUPANCY LIMITATIONS** Does bedroom have at least 70 sq. ft if occupied by one (1) person and at least 50 sq. ft. for each occupant, if occupied by more than one (1) person?			
3.	**BEDROOM ACCESS** Does bedroom have its own entrance without passing through another bedroom or bathroom?			
4.	**INTERIOR SURFACE** Does any interior surfaces, including windows, doors, and trim have any paint peeling, flaking, chipped, cracking, chalking or showing any other signs of paint deterioration? Are all walls and ceiling surfaces free of cracks or loose plaster, decayed wood, or other defective surface conditions? Is all trim maintained in good repair, properly anchored, and in a safe condition? Are all floors sound and maintained in good repair? Are floor coverings sanitary, maintained in good repair, and free from hazardous (trip) conditions?			
5.	**WINDOWS** Are all window frames and trim kept in sound condition, good repair, and weather tight? Is weather stripping present and in good condition on all windows? Is there at least one (1) window facing directly outside, that has a minimum glazed area of 8% of the total floor area for ventilation and lighting? (Example: 100 sq. ft room must have 8 sq. ft of window glazing) Is there at least one (1) openable window that has a minimum opening of at least 45% of the minimum glazed area as required above? Are all operable windows easily opened and capable of being held in position by window hardware? Are all operable windows, located 6’ or less above ground level, equipped with a working window sash-locking device?			
6.	**DOORS** Are all doors, frames, and hardware kept in sound condition and good repair? Does the door have an interior locking device? Do all doors fit reasonably well within its frame and are capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment			

	hardware?			
5.	**ROOM WIDTH AND HEIGHT** Is the width of the room in any plan dimension less than 7'? Is the ceiling height less than 7'? **EXCEPTION: In bedrooms with sloped ceilings, the ceiling height must be 7' over not less than 1/3rd of minimum floor area.**			
7.	**ELECTRICAL RECEPTACLES/SWITCHES** Are there at least two working separate and remote receptacle outlets? Are all receptacles, switches, fixtures, and cover plates maintained in a safe condition and good repair? Is the room free from electrical hazards?			

BEDROOM #2

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**GENERAL CONDITION** Is the room maintained in good repair, structurally sound, and sanitary?			
2.	**OCCUPANCY LIMITATIONS** Does bedroom have at least 70 sq. ft if occupied by one (1) person and at least 50 sq. ft. for each occupant, if occupied by more than one (1) person?			
3.	**BEDROOM ACCESS** Does bedroom have its own entrance without passing through another bedroom or bathroom?			
4.	**INTERIOR SURFACE** Does any interior surfaces, including windows, doors, and trim have any paint peeling, flaking, chipped, cracking, chalking or showing any other signs of paint deterioration? Are all walls and ceiling surfaces free of cracks or loose plaster, decayed wood, or other defective surface conditions? Is all trim maintained in good repair, properly anchored, and in a safe condition? Are all floors sound and maintained in good repair? Are floor coverings sanitary, maintained in good repair, and free from hazardous (trip) conditions?			
5.	**WINDOWS** Are all window frames and trim kept in sound condition, good repair, and weather tight? Is weather stripping present and in good condition on all windows? Is there at least one (1) window facing directly outside, that has a minimum glazed area of 8% of the total floor area for ventilation and lighting? (Example: 100 sq. ft room must have 8 sq. ft of window glazing) Is there at least one (1) openable window that has a minimum opening of at least 45% of the minimum glazed area as required above? Are all operable windows easily opened and capable of being held in position by window hardware? Are all operable windows, located 6’ or less above ground level, equipped with a working window sash-locking device?			
6.	**DOORS** Are all doors, frames, and hardware kept in sound condition and good repair? Does the door have an interior locking device? Do all doors fit reasonably well within its frame and are capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment			

	hardware?			
7.	**ROOM WIDTH AND HEIGHT** Is the width of the room in any plan dimension less than 7'? Is the ceiling height less than 7'? **EXCEPTION: In bedrooms with sloped ceilings, the ceiling height must be 7' over not less than 1/3rd of minimum floor area.**			
8.	**ELECTRICAL RECEPTACLES/SWITCHES** Are there at least two working separate and remote receptacle outlets? Are all receptacles, switches, fixtures, and cover plates maintained in a safe condition and good repair? Is the room free from electrical hazards?			

BEDROOM #3

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**GENERAL CONDITION** Is the room maintained in good repair, structurally sound, and sanitary?			
2.	**OCCUPANCY LIMITATIONS** Does bedroom have at least 70 sq. ft if occupied by one (1) person and at least 50 sq. ft. for each occupant, if occupied by more than one (1) person?			
3.	**BEDROOM ACCESS** Does bedroom have its own entrance without passing through another bedroom or bathroom?			
4.	**INTERIOR SURFACE** Does any interior surfaces, including windows, doors, and trim have any paint peeling, flaking, chipped, cracking, chalking or showing any other signs of paint deterioration? Are all walls and ceiling surfaces free of cracks or loose plaster, decayed wood, or other defective surface conditions? Is all trim maintained in good repair, properly anchored, and in a safe condition? Are all floors sound and maintained in good repair? Are floor coverings sanitary, maintained in good repair, and free from hazardous (trip) conditions?			
5.	**WINDOWS** Are all window frames and trim kept in sound condition, good repair, and weather tight? Is weather stripping present and in good condition on all windows? Is there at least one (1) window facing directly outside, that has a minimum glazed area of 8% of the total floor area for ventilation and lighting? (Example: 100 sq. ft room must have 8 sq. ft of window glazing) Is there at least one (1) openable window that has a minimum opening of at least 45% of the minimum glazed area as required above? Are all operable windows easily opened and capable of being held in position by window hardware? Are all operable windows, located 6’ or less above ground level, equipped with a working window sash-locking device?			
6.	**DOORS** Are all doors, frames, and hardware kept in sound condition and good repair? Does the door have an interior locking device? Do all doors fit reasonably well within its frame and are capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment			

	hardware?			
7.	**ROOM WIDTH AND HEIGHT** Is the width of the room in any plan dimension less than 7'? Is the ceiling height less than 7'? **EXCEPTION: In bedrooms with sloped ceilings, the ceiling height must be 7' over not less than 1/3rd of minimum floor area.**			
8.	**ELECTRICAL RECEPTACLES/SWITCHES** Are there at least two working separate and remote receptacle outlets? Are all receptacles, switches, fixtures, and cover plates maintained in a safe condition and good repair? Is the room free from electrical hazards?			

BEDROOM #4

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**GENERAL CONDITION** Is the room maintained in good repair, structurally sound, and sanitary?			
2.	**OCCUPANCY LIMITATIONS** Does bedroom have at least 70 sq. ft if occupied by one (1) person and at least 50 sq. ft. for each occupant, if occupied by more than one (1) person?			
3.	**BEDROOM ACCESS** Does bedroom have its own entrance without passing through another bedroom or bathroom?			
4.	**INTERIOR SURFACE** Does any interior surfaces, including windows, doors, and trim have any paint peeling, flaking, chipped, cracking, chalking or showing any other signs of paint deterioration? Are all walls and ceiling surfaces free of cracks or loose plaster, decayed wood, or other defective surface conditions? Is all trim maintained in good repair, properly anchored, and in a safe condition? Are all floors sound and maintained in good repair? Are floor coverings sanitary, maintained in good repair, and free from hazardous (trip) conditions?			
5.	**WINDOWS** Are all window frames and trim kept in sound condition, good repair, and weather tight? Is weather stripping present and in good condition on all windows? Is there at least one (1) window facing directly outside, that has a minimum glazed area of 8% of the total floor area for ventilation and lighting? (Example: 100 sq. ft room must have 8 sq. ft of window glazing) Is there at least one (1) openable window that has a minimum opening of at least 45% of the minimum glazed area as required above? Are all operable windows easily opened and capable of being held in position by window hardware? Are all operable windows, located 6’ or less above ground level, equipped with a working window sash-locking device?			
6.	**DOORS** Are all doors, frames, and hardware kept in sound condition and good repair? Does the door have an interior locking device? Do all doors fit reasonably well within its frame and are capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment			

	hardware?			
7.	**ROOM WIDTH AND HEIGHT** Is the width of the room in any plan dimension less than 7'? Is the ceiling height less than 7'? **EXCEPTION: In bedrooms with sloped ceilings, the ceiling height must be 7' over not less than 1/3rd of minimum floor area.**			
8.	**ELECTRICAL RECEPTACLES/SWITCHES** Are there at least two working separate and remote receptacle outlets? Are all receptacles, switches, fixtures, and cover plates maintained in a safe condition and good repair? Is the room free from electrical hazards?			

UTILITY ROOM

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**GENERAL CONDITION** Is the room maintained in good repair, structurally sound, and sanitary?			
2.	**INTERIOR SURFACE** Does any interior surfaces, including windows, doors, cabinets, and trim have any paint peeling, flaking, chipped, cracking, chalking or showing any other signs of paint deterioration? Are all walls and ceiling surfaces free of cracks or loose plaster, decayed wood, or other defective surface conditions? Is all trim maintained in good repair, properly anchored, and in a safe condition? Are all floors sound and maintained in good repair? Are floor coverings sanitary, maintained in good repair, and free from hazardous (trip) conditions? Are all vanity countertops sanitary, maintained in proper condition, and good repair?			
3.	**WINDOWS** **Note: Utility rooms do not require windows.** If windows are present, are all window frames and trim kept in sound condition, good repair, and weather tight? Is weather stripping present and in good condition on all windows? Are all operable windows easily opened and capable of being held in position by window hardware? Are all operable windows, located 6' or less above ground level, equipped with a working window sash-locking device?			
4.	**DOORS** Are all doors, frames, and hardware kept in sound condition and good repair? Do all doors fit reasonably well within its frame and are capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware?			
5.	**ROOM WIDTH AND HEIGHT** Is the ceiling height less than 7'? **NOTE: There are no width requirements for this room.**			
6.	**ELECTRICAL RECEPTACLES/SWITCHES/ FIXTURES:** Is there at least one working receptacle outlet? Is there at least one permanently attached working light fixture? Are all receptacles, switches, fixtures, and cover plates maintained in a safe condition and good repair? Is the room free from electrical hazards?			

	Are all receptacles properly installed, of adequate size, and capable of performing the design function? Is the room free from electrical hazards?			
7.	**PLUMBING SYSTEM & FIXTURES** If the washer hook-up is installed in this room, are all plumbing fixtures, including drains and water lines, properly installed and connected to a public utility service, maintained in working order, kept free from obstructions, leaks, and defects, safe, sanitary, and capable of performing the design function? If washer hook-up is present, is the washer hook-up supplied with hot and cold running water?			

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**GENERAL CONDITION** Are the halls and stairways maintained in good repair, structurally sound, and sanitary?			
2.	**INTERIOR SURFACE** Does any interior surfaces, including windows, doors, and trim have any paint peeling, flaking, chipped, cracking, chalking or showing any other signs of paint deterioration? Are all walls and ceiling surfaces free of cracks or loose plaster, decayed wood, or other defective surface conditions? Is all trim maintained in good repair, properly anchored, and in a safe condition? Are all floors sound and maintained in good repair? Are floor coverings sanitary, maintained in good repair, and free from hazardous (trip) conditions?			
3.	**WINDOWS (IF PRESENT)** Are all window frames and trim kept in sound condition, good repair, and weather tight? Is weather stripping present and in good condition on all windows? Are all operable windows easily opened and capable of being held in position by window hardware? Are all operable windows, located 6’ or less above ground level, equipped with a working window sash-locking device?			
4.	**DOORS** Are all doors, frames, and hardware kept in sound condition and good repair? Do all doors fit reasonably well within its frame and are capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware?			
5.	**HALL WIDTH & HEIGHT** Is the width at least 36”? Is the ceiling height less than 7’?			
6.	**ELECTRICAL RECEPTACLES/SWITCHES** Is there at least one permanently attached working light fixture for the hall? Is there at least one permanently attached working light fixture for the stairway? Are all receptacles, switches, fixtures, and cover plates maintained in a safe condition and good repair? Is the hall and stairway free from electrical hazards?			
7.	**HANDRAILS & GUARDRAILS** Are handrails and guardrails firmly fastened, capable of			

	supporting normal loads, and maintained in good repair? Do all stairways having more than four (4) risers have a handrail on one side? Do all open portion of a landing, balcony, or other walking surface more than 30” above floor level have guardrails? If handrails are present, are they at less 30” and not more than 42” high? If guardrails are present, are they at less 30” or more above the floor of the landing, balcony, or other walking surface?			

	Description	PASS OR FAIL	N/A	Repairs Required
1.	**MEANS OF EGRESS** Are there at a minimum two (2) egress doors to the exterior? Do the egress doors open without the need for keys, special knowledge, or effort? If bars, grilles, grates, or other similar devices are installed on windows and doors, can the devices be released or removed from the inside without the use of a key, tool, or force greater than that which is required for normal operation?			
2.	**SMOKE ALARMS** Are smoke alarms installed on the ceiling or walls outside the immediate vicinity of bedrooms, in each bedroom, and in each story within a dwelling? Do smoke alarms receive primary power from the building electrical system? **Exception: Smoke alarms are permitted to be solely battery operated in units which are not undergoing alterations, repairs, or construction of any kind.** Are smoke alarms interconnected so that activation of one alarm will activate all the alarms? **Exception: Smoke alarms are permitted to be solely battery operated in units which are not undergoing alterations, repairs, or construction of any kind.**			
3.	**WATER HEATING FACILITIES** Are water heating facilities properly installed, maintained, and capable of providing adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower, and laundry facility at a temperature of not less than 110 degrees? If a gas-burning water heater is installed, is it located in a non-authorized area such as a bathroom, toilet room, bedroom, or other occupied room normally kept closed? Does the water heater have an approved combination temperature and pressure-relief valve installed? Does the water heater have a relief discharge pipe properly installed and maintained? If a gas-burning water heater is installed, is a supply of air for complete combustion of fuel and for ventilation (flue vent) to exterior of the space provided? If electrical water heater is installed, is the electrical system properly installed, of adequate size, and capable of performing the design function?			
4.	**HEATING FACILITIES** Is there a heating system? Are cooking appliances being used to provide space heating? Is the heater capable of maintaining a room temperature of 68 degrees in all habitable rooms and bathrooms? If a gas-burning heater is installed, is it located in a non-authorized area such as a bathroom, toilet room, bedroom,			

	or other occupied room normally kept closed? If a gas-burning heater is installed, is a supply of air for complete combustion of fuel and for ventilation (flue vent) to exterior of the space provided? If an electrical heater is installed, is the electrical system properly installed, of adequate size, and capable of performing the design function? If the heating system is located in the attic, is there at least one permanently attached working light fixture near the system? Is the thermostat installed properly, maintained in a safe working condition, and capable of performing the intended?			Attachment No. 1 101

	Description	PASS OR FAIL	N/A	Repairs Required
5.	**DUCT SYSTEMS** Are the duct systems maintained free of obstructions and capable of performing the required function?			
6.	**WASHER & DRYERS** If the washer hook-up is installed, are all plumbing fixtures, including drains and water lines, properly installed and connected to a public utility service, maintained in working order, kept free from obstructions, leaks, and defects, safe, sanitary, and capable of performing the design function? If washer hook-up is present, is the washer hook-up supplied with hot and cold running water? If washer hook-ups are installed, is there at least one (1) grounded-type receptacle or a receptacle with a ground fault interrupter? If the dryer hook-ups are installed, is the electrical system properly installed, of adequate size, and capable of performing the design function? If a clothes dryer is installed, is the exhaust independent of all other systems? Is the clothes dryer exhausted to the outside in accordance with manufacturer's instructions?			
7.	**MECHANICAL EQUIPMENT** Are all mechanical appliances, air conditioning systems, fireplaces, solid fuel-burning appliances, cooking appliances, water heating appliances properly installed, maintained in a safe working condition, and capable of performing the intended use? Are all required clearances to combustible material maintained? Are all safety controls for fuel-burning equipment maintained properly?			
8.	**MINIMUM SPACE REQUIREMENTS (RENTAL ONLY)** **Living Room:** 1-2 Occupant – No requirements. 3-5 Occupants – Does the living room have at least 120 sq. ft. of space? 6 or more Occupants - Does the living room have at least 150 sq. ft. of space? **Dining Area:** 1-2 Occupant – No requirements. 3-5 Occupants – Does the dining area have at least 80 sq. ft. of space? 6 or more Occupants - Does the living room have at least 100 sq. ft. of space? **Combination Living & Dining:** 1-2 Occupant – No requirements. 3-5 Occupants – Does the living room have at least 200 sq. ft. of space? 6 or more Occupants - Does the living room have at			

	least 250 sq. ft. of space?			
9.	**INFESTATION** Is there any evidence of insect and/or rodent infestation?			
10.	**GARAGE** Are all doors, frames, and hardware kept in sound condition, good repair, and weather tight? Do all locks tightly secure the doors to provide security for the occupants and property within?			
11.	**PLANS/PERMITS/INSPECTIONS** All additions and/or conversions were built with required state and local permits and final inspections.			

Inspected by: _____ on this _____day of _____2015.

FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE 27383

Recording Requested By And When Recorded Mail to:

City of National City
Housing, Grants, and Asset Management
1243 National City Boulevard
National City, CA 91950

SPACE ABOVE THIS LINE FOR RECORDER'S USE

[RECORD AFTER THE 1ST DEED OF TRUST]
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
(HUD HOME Program 3% Deferred)
City Loan No. _____

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of this _____ day of _____, 20_____, by _____ (hereafter collectively and/or individually "Borrower"), in connection with that certain parcel of real property ("Property") located in the City of National City, County of San Diego, California, described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS

A. Concurrently with the recordation of this Declaration, the City of National City ("Lender") is funding a loan to Borrower ("HUD HOME Loan") evidenced by a promissory note ("HOME Note"). The HUD HOME Loan is secured by a deed of trust ("Deed of Trust") made by Borrower, as trustor, in favor of the Lender as beneficiary. The Lender is making the HUD HOME Loan to aid Borrower, who is a first-time homebuyer, in acquiring the Property.

B. The Deed of Trust and HUD HOME Loan and were conditioned in part upon the recordation of this Declaration against the Property.

NOW, THEREFORE, Borrower hereby declares that the Property shall be subject to the covenants, conditions and restrictions set forth below:

1. Representations and Warranties of Borrower. Borrower declares, represents and warrants to the Lender and agrees as follows:

(a) Income Eligibility Requirements-Annual Gross Income (§92.203). Borrower's annual gross income, including the income of any co-purchasers or co-tenants, at the time of the execution of this Declaration does not exceed eighty percent (80%) of the Area Median Income for the San Diego-Carlsbad-San Marcos Metropolitan Statistical Area, as adjusted for family size, as determined by HUD.

(b) Principal Place of Residence. For so long as the Deed of Trust is recorded against the Property, Borrower will reside in the Property as Borrower's principal place of residence. The Borrower shall be considered as occupying the Property as a principal place of residence if the Borrower is living in the Property for at least ten (10) months out of each calendar year. Borrower agrees not to neglect, sublet, lease or rent out all or any portion of the Property during such period.

(c) Ownership Interest. The Borrower has fee simple title on the Property (24 CFR Part 92.254).

(d) Liquid Assets. At the time of the execution of this Declaration, Borrower, including any co-purchasers or co-tenants and all other household members, does not hold, directly or indirectly, "liquid assets", as defined below, whose aggregate value exceeds $25,000. As used herein, the term "liquid assets" refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term "liquid assets" shall not include retirement funds which are not readily accessible or which cannot be accessed by the buyer without the buyer incurring a penalty.

(e) Not a Full-Time Student. Borrower is not, and none of the co-purchasers or co-tenants of Borrower are, a full-time student, or a household comprised exclusively of persons who are full-time students, unless such persons are married and eligible to file a joint federal income tax return. The term "full-time student" shall be defined as any person who will be or has been a full-time student during five calendar months of the calendar year in question at an educational institution (other than a correspondence school) with regular faculty and students.

(f) Not a Student Dependent. Borrower is not, and none of the co-purchasers or co-tenants of Borrower are, a student dependent as defined in the U.S. Internal Revenue Code, unless the taxpayer (upon whom the student in question is dependent) resides in the Property.

(g) Not an Owner of Real Property. Borrower does not, and none of the co-purchasers of Borrower, own any real property at the time of escrow closing for the subject Property.

(h) First-Time Home Buyer, Displaced Homemaker or Single Parent. Borrower satisfies at least one of the following criteria:

(1) Borrower is a first-time home buyer; that is, he or she has not owned a home within the three-year period immediately preceding the date of this Declaration; provided, however, an individual shall not be disqualified as a first-time homebuyer on the basis that the individual owns or owned, as a

principal residence during the three-year period, a dwelling unit whose structure is not permanently affixed to a permanent foundation in accordance with local or other applicable regulations or is not in compliance with State, local, or model building codes, or other applicable codes, and cannot be brought into compliance with the codes for less than the cost of constructing a permanent structure;

(2) Borrower is a displaced homemaker as defined in 24 C.F.R. §92.2; or

(3) Borrower is a single parent as defined in 24 C.F.R. §92.2.

(i) Homebuyer Counseling. Borrower has attended a HUD-approved Homebuyer Counseling session.

2. Due on Sale, Default, or 30-Years.

(a) Borrower shall pay principal and all accrued interest (either simple interest or default interest, as the case may be) on the HOME Note, in one lump sum, to Lender upon the earliest of: (1) a Sale (as defined in Section 2(b), below); (2) a default after completion of the applicable acceleration procedures set forth in Section 3, below; or (3) thirty (30) years from the date first written above. Borrower shall make any payments at the City of National City Finance Department's office located at 1243 National City Boulevard, National City, California 91950, or such other place as designated by Lender. Notwithstanding the foregoing, in the event of a Sale, where the net proceeds available from the sale are less than the amount that would otherwise be due hereunder, then the Lender shall be entitled to recapture the net proceeds available from the Sale. Net proceeds are defined as the sales price minus repayment of all senior loans and any closing costs. "Senior loans" means loans that are superior to the Deed of Trust. In the event of any Sale which is not a foreclosure or an arm's-length transaction. The "sales price" shall be determined by an appraiser holding a MAI designation from the Appraisal Institute that has at least five (5) years of experience in the geographic area in which the Property is located, selected by the Lender in its sole discretion.

(b) Sale Defined. The following shall all be considered transfers or sales of the Property and shall be referred to herein generally as a "Sale": (i) all or any part of the Property or any interest in the Property is sold, conveyed or transferred; (ii) if Borrower is not a natural person and a beneficial interest in Borrower is sold, conveyed or transferred; (iii) all or any part of the Property is refinanced or further encumbered, except as otherwise allowed by law; (iv) Borrower does not occupy the Property as his, her, or their, primary residence; (v) the leasing or renting of all or any part of the Property; (vi) any material breach of this Declaration, the HOME Note or Deed of Trust; or (vii) the filing of bankruptcy by the Borrower. Notwithstanding the foregoing, a refinancing of the Property shall not be considered a default, provided the Lender provides written consent to Borrower prior to the refinancing, which consent may be granted or withheld in the sole and absolute discretion of the Lender.

(c) No Assumption of Note. The HOME Note may not be assumed by any person, except as otherwise allowed by law.

3. Acceleration (Default).

(a) Acceleration, Remedies. Upon Borrower's default of this Declaration, the HOME Note, the Deed of Trust, or any other document secured by this Declaration, the Deed of Trust and/or the Property, Lender shall give notice to Borrower prior to acceleration, such notice shall include:

(1) a description of the breach;

(2) the action required to cure such breach (if any);

(3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and

(4) a statement that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by the Deed of Trust and sale of the Property.

The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by the Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law, including, but not limited to, as provided in and pursuant to the procedure set forth in the Deed of Trust. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section 3, including, but not limited to, reasonable attorneys' fees.

(b) Borrower's Right to Reinstate.

(1) Curable Breach. Notwithstanding Lender's acceleration of the sums secured by the Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce the Deed of Trust discontinued at any time prior to five (5) days before the sale of the Property pursuant to the power of sale contained in the Deed of Trust or at any time prior to entry of a judgment enforcing the Deed of Trust if:

(A) Borrower pays Lender all sums which would be then due under the HOME Note and the Deed of Trust had no acceleration occurred;

(B) Borrower cures all breaches of any other covenants or agreements of Borrower contained in the Deed of Trust;

(C) Borrower pays all reasonable expenses incurred by Lender and the trustee in enforcing the covenants and agreements of Borrower contained in the Deed of Trust, including, but not limited to, reasonable attorneys' fees; and

(D) Borrower takes such action as Lender may reasonably require to assure that the lien of the Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by the Deed of Trust shall continue unimpaired.

Upon such payment and cure by Borrower as set forth in this Section 3(b) (1), the Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

(2) Non-Curable Breach.

(A) Failure to Occupy/Renting Out the Property is a Violation of Law. Borrower hereby acknowledges that the HUD HOME Loan evidenced by the HOME Note and secured by the Deed of Trust and this Declaration was funded by Lender using U.S. Department of Housing and Urban Development ("HUD") Home Investments Partnership Act ("HOME") funds. Section 215 of the HOME Investment Partnerships Act (42 U.S.C. §12745) and the HOME program regulations (24 C.F.R. §92.254) require Borrower to occupy the Property as Borrower's principal residence. Leasing or renting out the Property in whole or in part and/or Borrower's failure to occupy the Property as Borrower's principal residence is a violation of State of California and Federal law (in addition to being a violation of this Declaration). Lender is obligated by Federal law to enforce the provisions of the HOME program, Lender's failure to do so would jeopardize Lender's ability to obtain additional HOME funds from HUD and help other low-income families to obtain affordable housing.

(B) Failure to Occupy/Renting Out the Property Materially Impairs Lender's Security. Borrower hereby acknowledges and agrees that renting out the Property (in whole or in part) and/or Borrower's failure to occupy the Property as Borrower's principal residence, materially impairs Lender's security for the HUD HOME Loan and Lender's ability to obtain additional HOME funds from HUD and help other low-income families to obtain affordable housing. Borrower further acknowledges that if the Property is rented out (in whole or in part) and/or Borrower fails to occupy the Property as Borrower's principal residence, then during any such period the Property will not qualify as "affordable housing" and Lender may be in breach of its obligations to HUD and therefore the Lender's security for the HUD HOME Loan will be materially impaired.

(C) Failure to Occupy/Renting Out the Property is a Non-Curable Breach. Borrower hereby acknowledges and agrees that renting out the Property (in whole or in part) and/or Borrower's failure to occupy the Property as Borrower's principal residence, will be a non-curable breach and Lender shall have the right to accelerate the HUD HOME Loan and foreclose on the Property as provided herein. **Notwithstanding anything to the contrary set forth in this Declaration, Borrower agrees that in the event Borrower rents out the Property (in whole or in part) and/or fails to occupy the Property as Borrower's principal residence, Borrower shall not have the right to cure the breach and reinstate the HUD HOME Loan, the Deed of Trust or the obligations secured thereby.**

(D) Borrower's Waiver. Borrower hereby knowingly waives and relinquishes any and all legal and/or contractual rights Borrower may have to cure or otherwise reinstate the Deed of Trust and the obligations secured thereby, in the event that Property is rented out (in whole or in part) and/or Borrower fails to occupy the Property as Borrower's principal residence.

(E) Representation of Comprehension. Borrower acknowledges and agrees that Lender has advised Borrower (and each of them if there is more than one Borrower) to retain an attorney to represent Borrower with respect to this Declaration. By executing this Declaration, Borrower (and each of them if there is more than one Borrower) represents that: (i) Borrower fully understands and accepts the terms of this Declaration, the HOME Note and Deed of Trust; (ii) Borrower has relied upon the legal advice of Borrower's attorneys or that Borrower has freely and independently chosen not to seek the advice of an attorney; (iii) that neither the Lender nor its attorneys represents Borrower; (iv) that Borrower has had a full and ample opportunity to consult with any other professionals of Borrower's choice in connection with the rights and liabilities created by this Declaration, the HOME Note and Deed of Trust; (v) that Borrower does not have any questions with regard to the legal import of any term, word, phrase, or portion of this Declaration, the HOME Note and Deed of Trust, or any of the foregoing documents in their entireties; and (vi) Borrower accepts the terms of this Declaration, the HOME Note and Deed of Trust as written.

4. Term. This Declaration shall expire upon the earlier of the foreclosure of any deed of trust or mortgage on the Property made in favor of or held by an institutional lender or investor that is senior in recording priority to this Declaration or payment in full of the HOME Note.

5. Covenant Against Discrimination. Borrower covenants on behalf of itself and its successors and assigns, and each successor in interest to the Property, not to discriminate against any prospective purchaser of the Property on the basis of race, religion, sex or national origin.

6. Enforcement. Borrower expressly agrees and declares that Lender or any successor public agency is a proper party and shall have standing to initiate and pursue any and all actions or proceedings, at law or in equity to enforce the provisions hereof and/or to recover damages for any default hereunder and/or to enforce the terms of this Declaration. Further, Lender or any successor public agency shall be the proper party to waive, relinquish, release or modify the rights, covenants, obligations or restrictions contained in or arising under this Declaration.

7. Attorneys' Fees. Upon the breach of the terms of this Declaration, the HOME Note or Deed of Trust, Borrower agrees to pay Lender any and all attorneys' fees, court costs, trustee fees, and any and all other fees and costs incurred by Lender as a result of said breach and/or default.

8. Severability. In the event that any provision or covenant of this Declaration is deemed to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from the rest of this Declaration and the remaining provisions shall continue in full force and effect.

9. Covenants Run With The Land. The covenants contained herein shall constitute "covenants running with the land" pursuant to Civil Code Sections 1460, 1462, 1463, 1464, 1465, 1467 and 1468, to the extent applicable, and shall bind the Property and every person having an interest therein during the term of this Declaration, including Borrower and its successors, heirs and assigns. Borrower agrees for itself and its successors that, in the event that, for any reason whatsoever, a court of competent jurisdiction determines that the foregoing covenants do not run with the land, such covenants shall be enforced as equitable servitudes against the Property.

10. Recordation. This Declaration shall be recorded in the Office of County Recorder of San Diego, California.

11. Remedies Cumulative. Lender shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to redress the breach of agreement or covenant.

12. Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

13. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision later.

14. Number; Gender. The singular shall include the plural and the plural the singular, unless the context requires the contrary; and the masculine, feminine and neuter shall include the masculine, feminine or neuter, as the context requires.

15. Exhibits. Any exhibits referenced herein and attached to this Declaration are hereby incorporated by reference.

16. Notices to Mortgagees of Record. On any loss to the Property, if such loss exceeds One Thousand Dollars ($1,000.00), notice in writing of such loss shall be given to each mortgagee of record.

17. Fire and Extended Coverage Insurance. Borrower shall obtain and maintain a policy of fire insurance for the full insurable value of all the improvements within the Property. The form, content and term of the policy, its endorsements and the issuing company must be satisfactory to all mortgagees. If more than one mortgagee has a loan of record against the Property, or any part thereof, the policy and endorsement shall meet the maximum standards of the various mortgagees represented in the Property. The policy shall contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement, vandalism and malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlements covering the full value of the improvements in case of partial destruction and a decision not to rebuild. The policy shall name as insureds the owners, Borrower and the mortgagees, as long as their respective interests may appear. "Mortgagees", as used herein, includes beneficiaries under a deed of trust.

18. Binding Effect. This Declaration shall inure to the benefit of and be binding upon the

successors and assigns of Borrower and the heirs, personal representatives, grantees, tenants, successors-in-interest or assigns of the owners.

19. Certifications by Borrower. Not less frequently than once a year Borrower shall certify to Lender that Borrower:

(a) Complies with all the terms and conditions of this Declaration and the Deed of Trust; and

(b) Has obtained and does maintain fire and casualty insurance on the Property satisfactory to Lender, including a certificate of insurance, of which Lender shall be a holder, from the insurance company providing coverage satisfactory to Lender which may not be cancelled by the insurance company without thirty (30) days advance notice of cancellation.

20. Declaration Subordinate. This Declaration is subordinate to any deed of trust or mortgage on the Property, which deed of trust is senior in recording priority to this Declaration. Any party, and its successors and assigns, receiving title to the Property through a trustee's sale, judicial foreclosure sale, or deed in lieu of foreclosure of such senior deed of trust or mortgage, and any conveyance or transfer thereafter, shall receive title free and clear of the provisions of this Declaration.

21. Refinancing. Neither the Property, nor any portion thereof, shall be refinanced without the written consent the Lender, except as otherwise allowed by law. The Lender may withhold any such consent in its sole and absolute discretion, nothing contained herein shall obligate Lender to agree to Borrower's request to refinance the Property or any portion thereof.

22. Waiver by Lender. Any provision hereof, including without limitation, the requirement that Borrower occupy the Property, may be waived only with the advance written approval of the Lender and HUD for good cause shown.

23. HOME Period. The HUD HOME Loan was funded by Lender using U.S. Department of Housing and Urban Development ("HUD") Home Investments Partnership Act ("HOME") funds. The HOME program regulations (24 C.F.R. Part 92), apply for a period of _____ years, from the date of recordation of the Deed of Trust. Beginning _____ years after the date of recordation of the Deed of Trust, and for the remainder of the term of this Declaration, the Property will continue to be subject to the restrictions set forth in this Declaration, but shall no longer be subject to the HOME program regulations.

24. Declaration Independent of HOME Note. The obligations of Borrower under this Declaration shall be independent of, and in addition to, Borrower's obligations under the HOME Note, and repayment of the HOME Note shall not terminate or otherwise affect this Declaration.

Date: _____ _____

Borrower:

Date: _____ _____

Borrower:

EXHIBIT "A"

Legal Description of the Property

Property Address: _____, National City, California

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

ACKNOWLEDGMENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

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

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

WITNESS my hand and official seal.

_____

Signature of Notary

(SEAL)

FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE SECTION 27383

Recording Requested By And When Recorded Mail To:

City of National City
Housing, Grants, and Asset Management
1243 National City Boulevard
National City, CA 91950

[RECORD AFTER THE CC&R'S]
DEED OF TRUST
(HUD HOME Program 3% Deferred)
City Loan No. _____

THIS DEED OF TRUST ("Deed of Trust") is made this _____ day of _____, 20_____, among the Trustor, _____ ("Borrower"), the trustee, _____ ("Trustee"), and the Beneficiary, San City of National City ("Lender"), whose address is 1243 National City Boulevard, National City, California 91950.

BORROWER HEREBY irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property in the City of National City, County of San Diego, State of California, described as:

(See Legal Description - Exhibit "A")

which has the address of _____, San Diego, California _____ (herein "Property Address");

TOGETHER with all the improvements now and hereafter erected on the Property, and all easements, rights, appurtenances and rents (subject, however, to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain part of the property covered by this Deed of Trust; and all of the foregoing, together with said property, are hereinafter referred to as the "Property";

TO SECURE to Lender:

(A) Repayment of the indebtedness evidenced by the Promissory Note (HUD HOME Program three percent (3%) Deferred) of even date herewith, and extensions and renewals thereof, in

the principal sum of _____ U.S. Dollars ($_____) ("HOME Note") made by Borrower in favor of the Lender;

(B) The performance of each agreement and covenant of Borrower under that certain Declaration of Covenants, Conditions and Restrictions (HUD HOME Program 3% Deferred) ("Declaration") of even date herewith and recorded concurrently herewith affecting the Property;

(C) The payment of all other sums, with interest thereon, advanced to protect the security of this Deed of Trust; and

(D) The performance of the covenants and agreements of Borrower contained herein.

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants, and will defend generally, the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest evidenced by the HOME Note.

2. Funds for Taxes and Insurance. To protect the security of this Deed of Trust, Borrower agrees to pay, at least ten (10) days before delinquency, all taxes and assessments affecting the Property, including assessments on appurtenant water stock, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this Trust. Should Borrower fail to make any payment or fail to do any act as herein provided, then Lender or Trustee, without obligation to do so and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Lender or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either Lender or Trustee appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

3. Application of Payments. All payments received by Lender under the HOME Note shall be applied by Lender first in payment of amounts due to Lender by Borrower, then to interest payable on the HOME Note, and then to the principal of the HOME Note.

4. Prior Mortgages and Deeds of Trust; Charges, Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and

impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments, if any.

5. Hazard Insurance. Borrower shall keep the improvement(s) now existing or hereinafter erected on the Property insured against loss by fire, hazards included within the terms "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval will not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender has the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property. Borrower will keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants, conditions and restrictions creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Borrower shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes and regulations. In the event that Borrower fails to maintain the Property in accordance with these standards and after at least thirty (30) business days prior to the notice to Borrower, the City or the City's Contractor or Agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in the City's discretion, and provide for payment thereof. Any amount advanced by the City to make such repairs, together with interest thereon from the date of such advance at the rate of seven (7%) percent (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowable by applicable law), shall become an additional obligation to the Borrower to the City and shall be secured by the Deed of Trust, if not previously reconveyed.

7. Protection of Lender Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender's required hazard insurance is a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this Section, with interest thereon at the rate of ten percent (10%) per annum, will

become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts will be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this Section will require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender will give Borrower notice prior to any such inspection, specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound, Joint and Several Liability. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Section 15 hereof. All covenants and agreements of Borrower shall be joint and several.

12. Notice. Except for any notice required under applicable law to be given in another manner:

(a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail, addressed to Borrower at the Property Address; and

(b) any notice to Lender will be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

Any Notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law, Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause

of this Deed of Trust or the HOME Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the HOME Note which can be given effect without the conflicting provision and, to this end, the provisions of this Deed of Trust and the HOME Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the HOME Note and this Deed of Trust at the time of execution or after recordation hereof.

15. Due on Sale, Breach or 30-Years.

(a) Payment. Borrower shall pay principal and all accrued interest (either simple interest or default interest, as the case may be) on the HOME Note, in one lump sum, to Lender upon the earliest of: (1) a Sale (as defined in Section 15(b), below); (2) a default after completion of the applicable acceleration procedures set forth in Section 16, below; or (3) thirty (30) years from the date of the HOME Note. Borrower shall make any payments at the City of National City Finance Department's office located at 1243 National City Boulevard, National City, California 91950, or such other place as designated by Lender. Notwithstanding the foregoing, in the event of a Sale, where the net proceeds available from the sale are less than the amount that would otherwise be due hereunder, then the Lender shall be entitled to recapture the net proceeds available from the Sale. Net proceeds are defined as the sales price minus repayment of all senior loans and any closing costs. "Senior loans" means loans that are superior to the Deed of Trust. In the event of any Sale which is not a foreclosure or an arm's-length transaction. The "sales price" shall be determined by an appraiser holding a MAI designation from the Appraisal Institute that has at least five (5) years of experience in the geographic area in which the Property is located, selected by the Lender in its sole discretion.

(d) Sale Defined. The following shall all be considered transfers or sales of the Property and shall be referred to herein generally as a "Sale": (i) all or any part of the Property or any interest in the Property is sold, conveyed or transferred; (ii) if Borrower is not a natural person and a beneficial interest in Borrower is sold, conveyed or transferred; (iii) all or any part of the Property is refinanced or further encumbered, except as otherwise allowed by law; (iv) Borrower does not occupy the Property as his, her, or their, primary residence; (v) the leasing or renting of all or any part of the Property; (vi) any material breach of the HOME Note, the Declaration, this Deed of Trust, or any other agreement or obligation secured by the property; or (vii) the filing of bankruptcy by the Borrower. Notwithstanding the foregoing, a refinancing of the Property shall not be considered a default, provided the Lender provides written consent to Borrower prior to the refinancing, which consent may be granted or withheld in the sole and absolute discretion of the Lender.

(c) No Assumption of Note. The HOME Note may not be assumed by any person, except as otherwise allowed by law.

NON-UNIFORM COVENANTS

Borrower and Lender further covenant and agree as follows:

16. Acceleration (Default), Remedies. Upon Borrower's default (or breach) of this Deed of Trust, the HOME Note, Declaration, or any other document secured by this Deed of Trust, the Declaration and/or the Property, Lender, prior to acceleration, shall give notice to Borrower as provided in Section 12 hereof specifying:

(a) the breach;

(b) the action required to cure such breach;

(c) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and

(d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property.

The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section 16, including, but not limited to, reasonable attorneys' fees.

If Lender invokes power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order:

(1) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence;

(2) to all sums secured by this Deed of Trust; and

(3) the excess, if any, to the person or persons legally entitled thereto.

17. Borrower's Right to Reinstate.

(a) Curable Breach. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach (default), Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five (5) days before the sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if:

(1) Borrower pays Lender all sums which would be then due under this Deed of Trust and the HOME Note had no acceleration occurred;

(2) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust;

(3) Borrower pays all reasonable expenses incurred by Lender and the Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and

(4) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired.

Upon such payment and cure by Borrower as set forth in this Section 17(a), this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

(b) Non-Curable Breach.

(1) Failure to Occupy/Renting Out the Property is a Violation of Law. Borrower hereby acknowledges that the loan evidenced by the HOME Note and secured by this Deed of Trust was funded by Lender using U.S. Department of Housing and Urban Development ("HUD") Home Investments Partnership Act ("HOME") funds. Section 215 of the HOME Investment Partnerships Act (42 U.S.C. §12745) and the HOME program regulations (24 C.F.R. §92.254) require Borrower to occupy the Property as Borrower's principal residence. Renting out the Property (in whole or in part) and/or Borrower's failure to occupy the Property as Borrower's principal residence is a violation of State of California and Federal law (in addition to being a violation of the HOME Note, Declaration and this Deed of Trust). Lender is obligated by Federal law to enforce the provisions of the HOME program, Lender's failure to do so would jeopardize the Lender's ability to obtain additional HOME funds from HUD and help other low-income families to obtain affordable housing.

(2) Failure to Occupy/Renting Out the Property Materially Impairs Lender's Security. Borrower hereby acknowledges and agrees that renting out the Property (in whole or in

part) and/or Borrower's failure to occupy the Property as Borrower's principal residence, materially impairs the Lender's security for the loan and the Lender's ability to obtain additional HOME funds from HUD and help other low-income families to obtain affordable housing. Borrower further acknowledges that if the Property is rented out (in whole or in part) and/or Borrower fails to occupy the Property as Borrower's principal residence, then during any such period the Property will not qualify as "affordable housing" and the Lender may be in breach of its obligations to HUD and therefore the Lender's security for the loan will be materially impaired.

(3) Failure to Occupy/Renting Out the Property is a Non-Curable Breach. Borrower hereby acknowledges and agrees that renting out the Property (in whole or in part) and/or Borrower's failure to occupy the Property as Borrower's principal residence, will be a non-curable breach and the Lender shall have the right to accelerate the loan and foreclose on the Property as provided herein. **Notwithstanding anything to the contrary set forth in this Deed of Trust, Borrower agrees that in the event Borrower rents out the Property and/or fails to occupy the Property as Borrower's principal residence, Borrower shall not have the right to cure the breach and reinstate the loan, this Deed of Trust or the obligations secured hereby.**

(4) Borrower's Waiver. Borrower hereby knowingly waives and relinquishes any and all legal and/or contractual rights Borrower may have to cure or otherwise reinstate this Deed of Trust and the obligations secured hereby, in the event that Property is rented out (in whole or in part) and/or Borrower fails to occupy the Property as Borrower's principal residence.

(5) Representation of Comprehension. Borrower acknowledges and agrees that Lender has advised Borrower (and each of them if there is more than one Borrower) to retain an attorney to represent Borrower with respect to the loan secured by this Deed of Trust. By executing this Deed of Trust, Borrower (and each of them if there is more than one Borrower) represents that: (i) Borrower fully understands and accepts the terms of this Deed of Trust, the HOME Note and Declaration; (ii) Borrower has relied upon the legal advice of Borrower's attorneys or that Borrower has freely and independently chosen not to seek the advice of an attorney; (iii) that neither the Lender nor its attorneys represents Borrower; (iv) that Borrower has had a full and ample opportunity to consult with any other professionals of Borrower's choice in connection with the rights and liabilities created by this Deed of Trust, the HOME Note and Declaration; (v) that Borrower does not have any questions with regard to the legal import of any term, word, phrase, or portion of this Deed of Trust, the HOME Note or Declaration, or any of the foregoing documents in their entireties; and (vi) Borrower accepts the terms of this Deed of Trust, the HOME Note and Declaration as written.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, upon acceleration of the HOME Note or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

19. Reconveyance. Upon satisfaction of both of the following conditions: (i) payment of all sums secured by this Deed of Trust and (ii) termination of the Declaration, Lender shall request Trustee to

reconvey the Property and will surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

20. Substitute Trustee. Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county where the Property is located. The instrument shall contain the name of the original lender, Trustee and Borrower, the book and page where this instrument is recorded, and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

21. Request for Notices. Borrower requests that copies of the notice of sale be sent to Borrower's address which is the Property Address.

22. Statement of Obligation. Lender may charge a fee not to exceed the amount allowed by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

23. Covenants, Conditions and Restrictions. The Property is subject to the Declaration which is not attached hereto but is incorporated herein by reference. Borrower acknowledges receipt of the Declaration and agrees, for himself, his heirs, successors and assigns to be bound by the same. The obligations of Borrower under the Declaration shall be independent of, and in addition to, Borrower's obligations under the HOME Note, and repayment of the HOME Note shall not terminate or otherwise affect the Declaration.

24. Representations and Warranties of Borrower. Borrower represents and warrants, and a violation thereof shall constitute a default/breach of this Deed of Trust, to the Lender as follows:

(a) Annual Gross Income. Borrower's annual gross income, including the income of any co-purchasers or co-tenants, at the time of the execution of this Deed of Trust does not exceed eighty percent (80%) of the area median income for the San Diego-Carlsbad-San Marcos Metropolitan Statistical Area, as determined by HUD.

(b) Principal Place of Residence. For so long as this Deed of Trust is recorded against the Property, Borrower will reside in the Property as Borrower's principal place of residence. The Borrower shall be considered as occupying the Property as a principal place of residence if the Borrower is living on the Property for at least ten (10) months out of each calendar year. Borrower agrees not to neglect, sublet, lease or rent out all or any portion of the Property during such period.

(c) Liquid Assets. At the time of the execution of this Deed of Trust, Borrower, including any co-purchasers or co-tenants, and any other household members, does not hold, directly or indirectly, "liquid assets", as defined below, whose aggregate value exceeds $25,000 As used herein, the term "liquid assets" refers to cash and

assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term "liquid assets" shall not include retirement funds which are not readily accessible or which cannot be accessed by the buyer without the buyer incurring a penalty.

(d) Not a Full-Time Student. Borrower is not, and none of the co-purchasers or co-tenants of Borrower are, a full-time student, or a household comprised exclusively of persons who are full-time students, unless such persons are married and eligible to file a joint federal income tax return. The term "full-time student" shall be defined as any person who will be or has been a full-time student during five calendar months of the calendar year in question at an educational institution (other than a correspondence school) with regular faculty and students.

(e) Not a Student Dependent. Borrower is not, and none of the co-purchasers or co-tenants of Borrower are, a student dependent as defined in the U.S. Internal Revenue Code, unless the taxpayer (upon whom the student in question is dependent) resides in the Property.

(f) Not an Owner of Real Property. Borrower does not, and none of the co-purchasers of Borrower, own any real property at the time of escrow closing for the subject Property.

(g) First-Time Home Buyer, Displaced Homemaker or Single Parent. Borrower satisfies at least one of the following criteria:

(1) Borrower is a first-time home buyer; that is, he or she has not owned a home within the three-year period immediately preceding the date of this Deed of Trust;

(2) Borrower is a displaced homemaker as defined in 24 C.F.R. §92.2; or

(3) Borrower is a single parent as defined in 24 C.F.R. §92.2.

25. Request for Notice of Default. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page 1 of this Deed of Trust, as provided by Section 2924b of the Civil Code of California.

26. Refinancing. Neither the Property, nor any portion thereof, shall be refinanced without the written consent of the Lender, except as otherwise allowed by law. The Lender may withhold any such consent in its sole and absolute discretion, nothing contained herein shall obligate the Lender to agree to Borrower's request to refinance the Property or any portion thereof.

27. Severability. If any provision of this Deed of Trust is deemed to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from the rest of this Deed of Trust and the remaining provisions shall continue in full force and effect.

28. Usury Savings Clause. If a court of competent jurisdiction determines, by way of final unappealable order or judgment that the interest rate charged under the HOME Note is usurious, then such rate shall automatically and retroactively be reduced to the maximum rate allowed under applicable law.

29. Waiver by Lender. Any provision hereof, including without limitation, the requirement that Borrower occupy the Property, may be waived only with the advance written approval of the Lender and HUD for good cause shown.

30. Subordination of Deed of Trust. Borrower concurrently has executed a deed of trust or mortgage in favor of _____("Senior Deed of Trust"). This Deed of Trust is subordinate to the Senior Deed of Trust on the Property, which the Senior Deed of Trust is senior in recording priority to this Deed of Trust. Any party, and its successors and assigns, receiving title to the Property through a trustee's sale, judicial foreclosure sale, or deed in lieu of foreclosure of such Senior Deed of Trust, or assignment of the Senior Deed of Trust to the Secretary of U.S. Department of Housing and Urban Development, and any conveyance or transfer thereafter, shall receive title free and clear of the provisions of this Deed of Trust.

31. HOME Period. The loan evidenced by the HOME Note and secured by this Deed of Trust was funded by Lender using U.S. Department of Housing and Urban Development ("HUD") Home Investments Partnership Act ("HOME") funds. The HOME program regulations (24 C.F.R. Part 92), apply for a period of _____ years, from the date of recordation of this Deed of Trust. Beginning _____ years after the date of recordation of this Deed of Trust, and for the remainder of the term of the HOME Note, the Property will continue to be subject to this Deed of Trust, but shall no longer be subject to the HOME program regulations.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Date: _____

_____

_

Borrower:

Date: _____

_____

_

Borrower:

EXHIBIT "A"

Legal Description of the Property

Property Address: _____, National City, California

ACKNOWLEDGMENT

State of California)
)
County of San Diego)

On _____, 20___, before me, _____, notary public personally appeared _____ who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

ACKNOWLEDGMENT

State of California)
)
County of San Diego)

On _____, 20___, before me, _____, notary public personally appeared _____ who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

PROMISSORY NOTE
(HUD HOME Investment Partnership Act Program 3% Deferred)
("HOME Note")
City Loan No. _____

_____ , 20_____
Date

Property Address: _____ , National City, California _____ ("Property")

1. Borrower's Promise to Pay. In return for a loan ("HOME Loan" or "Loan") that the undersigned ("Borrower") has received, Borrower promises to pay _____ U.S. Dollars ($_____) ("Principal") to the order of the lender, City of National City ("Lender"). Borrower acknowledges and agrees that Lender may transfer this HOME Note. Lender or anyone who takes this HOME Note by transfer and who is entitled to receive payments under this HOME Note will be called the "Note Holder." In addition to the protection given to the Note Holder under this HOME Note, this HOME Note shall be secured by a deed of trust ("Deed of Trust") and Declaration of Covenants, Conditions, and Restrictions ("Declaration") made by Borrower in favor of the Lender and recorded as an encumbrance against the Property.

2. Compliance with HOME Requirements. Borrower acknowledges and agrees that the HOME Loan is subject to the terms, conditions, and restrictions of the HOME Investment Partnerships Act (42 U.S.C. §12745) and the HOME program regulations (24 C.F.R. Part 92), all of which are hereby incorporated by reference, for a period of _____ years, from the date of recordation of the Deed of Trust. Beginning _____ years after the date of recordation of the Deed of Trust, and for the remainder of the term of this HOME Note, the Property will continue to be subject to the restrictions set forth in this HOME Note, but shall no longer be subject to the HOME program regulations.

3. 3% Deferred Interest. This HOME Note shall accrue simple interest at the rate of 3% per annum. Provided, however, in the event Borrower defaults under the terms of this HOME Note, the Deed of Trust, or the Declaration, or any other document secured by the Declaration, Deed of Trust, or the Property, then Borrower shall owe Lender the "Default Interest." "Default Interest" means interest accrued from the date of this HOME Note, in an amount equal to ten percent (10%) simple interest per annum.

4. Payments. Borrower shall pay principal and all accrued interest (either simple interest or default interest, as the case may be), in one lump sum, to Lender upon the earliest of: (1) a Sale (as defined in Section 5, below); (2) a default after completion of the applicable acceleration procedures set forth in Section 6, below; or (iii) thirty (30) years from the date first written above. Borrower shall make any payments at Lender's offices located at the City of National City Finance Department's office located at 1243 National City Boulevard, National City, California 91950, or such other place as designated by Lender. Notwithstanding the foregoing, in the event of a Sale, where the net proceeds available from the sale are less than the amount that would otherwise be due hereunder, then the Lender shall be entitled to recapture the net proceeds available from the

Sale. Net proceeds are defined as the sales price minus repayment of all senior loans and any closing costs. "Senior loans" means loans that are superior to the Deed of Trust. In the event of any Sale which is not a foreclosure or an arm's-length transaction. The "sales price" shall be determined by an appraiser holding a MAI designation from the Appraisal Institute that has at least five (5) years of experience in the geographic area in which the Property is located, selected by the Lender in its sole discretion.

5. Sale Defined. The following shall all be considered transfers or sales of the Property and shall be referred to herein generally as a "Sale": (i) all or any part of the Property or any interest in the Property is sold, conveyed or transferred; (ii) if Borrower is not a natural person and a beneficial interest in Borrower is sold, conveyed or transferred; (iii) all or any part of the Property is refinanced or further encumbered, except as otherwise allowed by law; (iv) Borrower does not occupy the Property as his, her, or their, primary residence; (v) the leasing of all or any part of the Property; (vi) any material breach of this HOME Note, the Declaration, Deed of Trust, or any other agreement or obligation secured by the Property; or (vii) the filing of bankruptcy by the Borrower. Notwithstanding the foregoing, a refinancing of the Property shall not be considered a default, provided the Lender provides written consent to Borrower prior to the refinancing, which consent may be granted or withheld in the sole and absolute discretion of the Lender.

6. Acceleration (Default).

(a) Acceleration, Remedies. Upon Borrower's default (breach) of this HOME Note, the Deed of Trust, Declaration, or any other document secured by the Deed of Trust, Declaration, and/or the Property, Lender shall give notice to Borrower prior to acceleration, such notice shall include:

(1) a description of the breach;

(2) the action required to cure such breach (if any);

(3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and

(4) a statement that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by the Deed of Trust and sale of the Property.

The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by the Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law, including, but not limited to, as provided in and pursuant to the procedure set forth in the Deed of Trust. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section 6, including, but not limited to, reasonable attorneys' fees.

(b) Borrower's Right to Reinstate.

(1) Curable Breach. Notwithstanding Lender's acceleration of the sums secured by the Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce the Deed of Trust discontinued at any time prior to five (5) days before the sale of the Property pursuant to the power of sale contained in the Deed of Trust or at any time prior to entry of a judgment enforcing the Deed of Trust if:

(A) Borrower pays Lender all sums which would be then due under this HOME Note and the Deed of Trust had no acceleration occurred;

(B) Borrower cures all breaches of any other covenants or agreements of Borrower contained in the Deed of Trust;

(C) Borrower pays all reasonable expenses incurred by Lender and the trustee in enforcing the covenants and agreements of Borrower contained in the Deed of Trust, including, but not limited to, reasonable attorneys' fees; and

(D) Borrower takes such action as Lender may reasonably require to assure that the lien of the Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by the Deed of Trust shall continue unimpaired.

Upon such payment and cure by Borrower as set forth in this Section 6(b)(1), the Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

(2) Non-Curable Breach.

(A) Failure to Occupy/Renting Out the Property is a Violation of Law. Borrower hereby acknowledges that the Loan evidenced by this HOME Note and secured by the Deed of Trust and Declaration was funded by Lender using U.S. Department of Housing and Urban Development ("HUD") Home Investments Partnership Act ("HOME") funds. Section 215 of the HOME Investment Partnerships Act (42 U.S.C. §12745) and the HOME program regulations (24 C.F.R. §92.254) require Borrower to occupy the Property as Borrower's principal residence. Renting out the Property (in whole or in part) and/or Borrower's failure to occupy the Property as Borrower's principal residence is a violation of State of California and Federal law (in addition to being a violation of this HOME Note). Lender is obligated by Federal law to enforce the provisions of the HOME program, Lender's failure to do so would jeopardize Lender's ability to obtain additional HOME funds from HUD and help other low-income families to obtain affordable housing.

(B) Failure to Occupy/Renting Out the Property Materially Impairs Lender's Security. Borrower hereby acknowledges and agrees that renting out the Property (in whole or in part) and/or Borrower's failure to occupy the Property as Borrower's principal residence, materially impairs Lender's security for the Loan and Lender's ability to obtain

additional HOME funds from HUD and help other low-income families to obtain affordable housing. Borrower further acknowledges that if the Property is rented out (in whole or in part) and/or Borrower fails to occupy the Property as Borrower's principal residence, then during any such period the Property will not qualify as "affordable housing" and Lender may be in breach of its obligations to HUD and therefore the Lender's security for the Loan will be materially impaired.

(C) Failure to Occupy/Renting Out the Property is a Non-Curable Breach. Borrower hereby acknowledges and agrees that renting out the Property (in whole or in part) and/or Borrower's failure to occupy the Property as Borrower's principal residence, will be a non-curable breach and Lender shall have the right to accelerate the Loan and foreclose on the Property as provided herein. **Notwithstanding anything to the contrary set forth in this HOME Note, Borrower agrees that in the event Borrower rents out the Property (in whole or in part) and/or fails to occupy the Property as Borrower's principal residence, Borrower shall not have the right to cure the breach and reinstate the Loan, the Deed of Trust or the obligations secured thereby.**

(D) Borrower's Waiver. Borrower hereby knowingly waives and relinquishes any and all legal and/or contractual rights Borrower may have to cure or otherwise reinstate the Deed of Trust and the obligations secured thereby, in the event that Property is rented out (in whole or in part) and/or Borrower fails to occupy the Property as Borrower's principal residence.

(E) Representation of Comprehension. Borrower acknowledges and agrees that Lender has advised Borrower (and each of them if there is more than one Borrower) to retain an attorney to represent Borrower with respect to the Loan evidenced by this HOME Note. By executing this HOME Note, Borrower (and each of them if there is more than one Borrower) represents that: (i) Borrower fully understands and accepts the terms of this HOME Note, the Deed of Trust, and Declaration; (ii) Borrower has relied upon the legal advice of Borrower's attorneys or that Borrower has freely and independently chosen not to seek the advice of an attorney; (iii) that neither the Lender nor its attorneys represents Borrower; (iv) that Borrower has had a full and ample opportunity to consult with any other professionals of Borrower's choice in connection with the rights and liabilities created by this HOME Note, the Deed of Trust, and Declaration; (v) that Borrower does not have any questions with regard to the legal import of any term, word, phrase, or portion of this HOME Note, the Deed of Trust, or Declaration, or any of the foregoing documents in their entireties; and (vi) Borrower accepts the terms of this HOME Note, the Deed of Trust and Declaration as written.

7. No Assumption. This HOME Note is not assumable, except as otherwise allowed by law.

8. Borrower's Payments Before They Are Due. Borrower has the right to make payments of principal at any time before they are due. Borrower may make a full prepayment or a partial prepayment. All payments received on account of this HOME Note shall be first applied to accrued interest and the remainder shall be applied to the reduction of principal. Borrower may make a full prepayment at any time. The obligations of Borrower under the Declaration shall be independent of, and in addition to, Borrower's obligations under this HOME Note, and repayment of this HOME Note shall not terminate or otherwise affect the Declaration.

9. Representations and Warranties of Borrower. Borrower represents and warrants, and a violation thereof shall constitute a default/breach of this HOME Note, to the Lender as follows:

(a) Annual Gross Income. Borrower's annual gross income, including the income of any co-purchasers or co-tenants, at the time of the execution of this HOME Note does not exceed eighty percent (80%) of the Area Median Income for the San Diego-Carlsbad-San Marcos Metropolitan Statistical Area, as determined by HUD.

(b) Principal Place of Residence. For so long as the Deed of Trust is recorded against the Property, Borrower will reside in the Property as Borrower's principal place of residence. The Borrower shall be considered as occupying the Property as a principal place of residence if the Borrower is living in the Property for at least ten (10) months out of each calendar year. Borrower agrees not to neglect, sublet, lease or rent out all or any portion of the Property during such period.

(c) Liquid Assets. At the time of the execution of this HOME Note, Borrower, including any co-purchasers or co-tenants, does not hold, directly or indirectly, "liquid assets", as defined below, whose aggregate value exceeds $25,000. As used herein, the term "liquid assets" refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term "liquid assets" shall not include retirement funds which are not readily accessible or which cannot be accessed by the buyer without the buyer incurring a penalty.

(d) Not a Full-Time Student. Borrower is not, and none of the co-purchasers or co-tenants of Borrower are, a full-time student, or a household comprised exclusively of persons who are full-time students, unless such persons are married and eligible to file a joint federal income tax return. The term "full-time student" shall be defined as any person who will be or has been a full-time student during five calendar months of the calendar year in question at an educational institution (other than a correspondence school) with regular faculty and students.

(e) Not a Student Dependent. Borrower is not, and none of the co-purchasers or co-tenants of Borrower are, a student dependent as defined in the U.S. Internal Revenue Code, unless the taxpayer (upon whom the student in question is dependent) resides in the Property.

(f) Not an Owner of Real Property. Borrower does not, and none of the co-purchasers of Borrower, own any real property at the time of escrow closing for the subject Property.

(g) First-Time Home Buyer, Displaced Homemaker or Single Parent. Borrower satisfies at least one of the following criteria:

(1) Borrower is a first-time home buyer; that is, he or she has not owned a home within the three-year period immediately preceding the date of this HOME Note; provided, however, an individual shall not be disqualified as a first-time homebuyer on the basis that the individual owns or owned, as a principal residence during the three-year period, a dwelling unit whose structure is not permanently affixed to a permanent foundation in accordance with local or other applicable regulations or is not in compliance with State, local, or model building codes, or other applicable codes, and cannot be brought into compliance with the codes for less than the cost of constructing a permanent structure;

(2) Borrower is a displaced homemaker as defined in 24 C.F.R. §92.2; or

(3) Borrower is a single parent as defined in 24 C.F.R. §92.2.

10. Borrower's Waiver. Borrower hereby waives the rights to require the Note Holder to do certain things if Borrower does not keep the promises made in this HOME Note, the Deed of Trust or the Declaration. Those things are:

(a) to demand payment of amounts due (known as "presentment");

(b) to give notice that amounts due have not been paid (known as "notice of dishonor"); and

(c) to obtain any official certification of nonpayment (known as "protest").

11. Giving of Notices. Any notice that must be given to Borrower under this HOME Note will be given by delivering it or by mailing it by certified mail addressed to Borrower at the Property address. Any notice that must be given to the Note Holder under this HOME Note will be given by mailing it by certified mail to the City of National City Finance Department's office located at 1243 National City Boulevard, National City, California 91950 or such other address as Lender may designate in writing.

12. Responsibility of Persons Under This Note. If more than one person signs this HOME Note, each of them is fully and personally obligated to pay the full amount owed and to keep all promises made in this HOME Note. The Note Holder may enforce its rights under this HOME Note against each person that signs this HOME Note individually or against all of them together. This means that any one of the persons that sign this HOME Note may be required to pay all of the amounts owed under this HOME Note. Any person who takes over the rights of the persons that sign this HOME Note or obligations under this HOME Note will have all of the rights of the persons that sign this HOME Note and must keep all of the promises made in this HOME Note.

13. Attorneys' Fees. Upon the breach of the terms of this HOME Note, the Deed of Trust or Declaration, the Borrower agrees to pay Lender any and all attorneys' fees, court costs, trustee

fees, and any and all other fees and costs incurred by Lender as a result of said breach and/or default.

14. Severability. If any provision of this HOME Note is deemed to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from the rest of this HOME Note and the remaining provisions shall continue in full force and effect.

15. Governing Law. This HOME Note shall be construed in accordance with and be governed by the laws of the State of California.

16. No Waiver by the Lender. No waiver of any breach, default or failure of condition under the terms of this HOME Note, the Deed of Trust, the Declaration, or any obligation secured thereby shall thereby be implied from any failure of the Lender to take, or any delay by the Lender in taking action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of this HOME Note, Deed of Trust, Declaration, or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

17. Usury. If a court of competent jurisdiction determines, by way of final unappealable order or judgment that the interest rate charged under this HOME Note is usurious, then such rate shall automatically and retroactively be reduced to the maximum rate allowed under applicable law.

NOTICE TO BORROWER:

Do not sign this HOME Note if it contains blank spaces. All spaces should be completed before you sign.

Date: _____ _____

Borrower:

Date: _____ _____

Borrower:

APPENDIX K

HOME FIRST-TIME HOMEBUYER PROGRAM LOAN DISCLOSURE

The City of National City First-Time Homebuyer Program provides up to $20,000 in "gap" financing for eligible low-income buyers for 1-unit property. Specific terms and conditions of the assistance are specifically stated in the Promissory Note secured by a Deed of Trust and Regulatory Agreement. A general summary of the program is as follows:

1. Buyers will sign a Promissory Note and Deed of Trust, for a loan in second position (or third position with City approval if City HUD HOME funds are used), in favor of the City of National City.
2. Buyers will sign a Regulatory Agreement
3. The loan term is 30-years
4. After year 30 principal loan and accrued interest will be due and payable.
5. If at any time before 30 years the property is sold or refinanced, the loan will be due and payable consistent with the terms and conditions of the Promissory Note and Deed of Trust.
6. If at any time the buyer defaults on any terms or conditions of the loan and agreement with the City under the FTHB Program, additional accrued interest will be due in addition to the principal of the loan.
7. The loan may be paid by buyer at any time without pre-payment penalty.

Please sign and date this form acknowledging that you have read and understand the terms of the loan that you are entering in to as summarized above.

Date: _____

Buyer: _____

_____ _____

Print Name Signature

Buyer: _____ _____

Print Name Signature

APPENDIX L

CITY OF NATIONAL CITY
FIRST-TIME HOMEBUYER PROGRAM
ERROR AND OMISSIONS/COMPLIANCE AGREEMENT

The City of National City First-Time Homebuyer Program (FTHB) provides "gap" financing for eligible low- and moderate-income buyers.

The undersigned Borrower(s) for and in consideration of the City funding the closing of the FTHB loan agrees, if requested by City of Program Administrator, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of City.

The undersigned Borrower(s) agree(s) to comply with all noted requests by the City and/or Program Administrator within 5 days from date of mailing said requests.

Date: _____

Buyer: _____
Print Name Signature

Buyer: _____
Print Name Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2016

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

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

PRODUCER License # 0757776
HUB International Insurance Services Inc.
5405 Morehouse Drive
San Diego, CA 92121

CONTACT NAME: Cathy Buysse
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: cathy.buysse@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Company of New York	22136
INSURER B : Great American Insurance Company	16691
INSURER C : Republic Indemnity Company of America	22179
INSURER D : Lloyds Underwriters CAB	
INSURER E : National Union Fire Insurance Company of Pittsburg, PA	19445
INSURER F :	

INSURED
Springboard Nonprofit Consumer Credit Management, Inc.
4351 Latham Street
Riverside, CA 92501

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PAC0684537	04/03/2015	04/03/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CAP0684538	04/03/2015	04/03/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			UMB0684539	04/03/2015	04/03/2016	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH)	N / A		14755316	04/03/2015	04/03/2016	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Cyber Liability			477790	04/03/2015	04/03/2016	$3,000,000/$25K Ded	
E	Commercial Crime			018427080	11/22/2014	04/03/2016	$1,500,000/$15K Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of National City, its elected officials, officers, agents, and employees are Additional Insured in regard to the General Liability policy per the attached endorsement form CG8224 12/01.

CERTIFICATE HOLDER

City of National City
c/o Risk Manager
1243 National City Blvd
National City, CA 91950

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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GREAT AMERICAN INSURANCE GROUP
Administrative Offices
580 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

CG 82 24
(Ed. 12 01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to **SECTION II - WHO IS AN INSURED**

5. AUTOMATIC ADDITIONAL INSURED(S)

a. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

(a) a written contract; or

(b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

(i) currently in effect or become effective during the term of this policy; and

(ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **A.(1)** of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

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contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

b. Additional Insured - Funding Sources

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured(s) is not greater than that customarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

c. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(i) your ongoing operations performed for such Additional Insured; or

(ii) that Insured's financial control of you; or

(iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(iv) a state or political subdivision permit issued to you.

(b) Coverage does not apply to any "occurrence" or offense:

(i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or

(ii) which takes place after you cease to be a tenant in that premises.

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(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in **Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s)** does not apply to that person or organization.

2. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **8.** is replaced with:

8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

3. NON-OWNED OR CHARTERED WATERCRAFT

Section I - Coverages, Coverage A, Item **2.g.(2)** is replaced with:

(2) A watercraft you do not own that is:

(a) less than 51 feet long; and

(b) not being used to carry persons or property for a charge.

4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

SECTION V - DEFINITIONS Item **14.** is replaced by:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

a. false arrest, detention or imprisonment;

b. malicious prosecution;

c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

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f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**

g. the use of another's advertising idea in your "advertisement"; or

h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION

Section V - Definitions, Item **3.** is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

6. MEDICAL PAYMENTS

A. The Medical Expense Limit in Paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

a. $10,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

B. This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

C. This provision **7.** does not apply if **COVERAGE C. MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

7. DAMAGE TO PREMISES RENTED TO YOU LIMIT

A. SECTION III - LIMITS OF INSURANCE, Item **6.** is replaced with:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

(1) $300,000; or

(2) the amount shown in the Declarations for Damage to Premises Rented to You Limit.

B. This provision is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

C. This provision **5.** does not apply if Damage to Premises Rent to You Liability of **COVERAGE A (SECTION I)** is excluded either by the provisions of the Coverage Part or by endorsement.

8. SUPPLEMENTARY PAYMENTS

A. In the **SUPPLEMENTARY PAYMENTS - COVERAGES A** and **B** provision, Item **1.b.,** and **1.d** are replaced with:

1.b. Up to $500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off work.

This endorsement does not change any other provision of the policy.

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RESOLUTION 2015 – 58

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FIVE YEAR CONSOLIDATED PLAN FOR PROGRAM YEARS 2015 TO 2019, AND AUTHORIZING THE ALLOCATION OF FISCAL YEAR 2015-2016 ENTITLEMENT GRANT FUNDS, PROGRAM INCOME, UNCOMMITTED FUNDS, AND FUNDS REMAINING FROM COMPLETED PROJECTS TO COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS PROGRAM ACTIVITIES PROPOSED FOR THE FY 2016 ACTION PLAN

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 and submit a Five Year Consolidated Plan and an Annual Action Plan for Housing and Community Development Programs funded by CDBG and HOME; and

WHEREAS, the FY 2015-2019 Five-Year Consolidated Plan outlines the City's housing and non-housing community development needs and priorities over the next five years, which includes a one-year Annual Action Plan that outlines the intended uses of resources for FY 2015-2016; and

WHEREAS, HUD requires that all CDBG and HOME Program entitlement communities, such as the City of National City, hold at least two public hearings and a 30-day public comment period to solicit input on the Five Year Consolidated Plan and Annual Action Plan; and

WHEREAS, the City Council conducted a duly advertised public hearing on March 17, 2015 and May 5, 2015, to receive input from the public; and

WHEREAS, the City placed the draft Consolidated Plan and Annual Action Plan, which included a list of proposed activities for the CDBG and HOME Programs and the intent to reallocate funds for a duly advertised 30-day public comment period from March 27, 2015 to April 25, 2015; and

WHEREAS, the City will incorporate any comments received during the 30-day public comment period in the final submission of said Plans by May 15, 2015; and

WHEREAS, HUD has notified the City of its FY 2015-2016 entitlement allocations in the amount of $783,470 for CDBG and $232,709 for the HOME Program that will be appropriated to Annual Action Plan activities, hereto attached as Exhibit "A"; and

WHEREAS, staff has identified and verified the availability of $62,874 in CDBG and $89,495 in HOME funds remaining from previous year projects, and $199,442 in HOME funds remaining uncommitted to supplement the funding of activities in FY 2015-2016 Annual Action Plan as listed in Exhibit "A"; and

WHEREAS, staff has also identified and verified program income received from the CDBG Program in the amount $12,257 and $61,625 for the HOME Program to further supplement the funding of activities in FY 2015-2016 Annual Action Plan as listed in Exhibit "A".

Resolution No. 2015 – 58
Page Two

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the reallocation of $62,874 in CDBG and $89,495 in HOME funds remaining from completed projects, the reallocation of $199,442 in uncommitted HOME Program funds, and the allocation of $12,257 in CDBG Program income, and $61,625 in HOME Program income to supplement the funding of activities included in the FY 2015-2016 Annual Action Plan.

BE IT FURTHER RESOLVED that the City Council authorizes the submission of the FY 2015-2019 Five Year Consolidated Plan and FY 2015-2016 Annual Action Plan for the expenditure of said funds to the U.S. Department of Housing and Urban Development.

BE IT FURTHER RESOLVED that City Manager is hereby authorized to execute in name of the City of National City the final submission of the FY 2015-2019 Five Year Consolidated Plan and the Fiscal Year 2015-2016 Annual Action Plan, certifications, and any agreements required by HUD for the full implementation of the activities funded under said Annual Action Plan.

PASSED and ADOPTED this 5th day of May, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

Passed and adopted by the Council of the City of National City, California, on May 5, 2015 by the following vote, to-wit:

Ayes: Councilmembers Cano, Mendivil, Morrison, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: RON MORRISON
Mayor of the City of National City, California

MICHAEL R. DALLA
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2015-58 of the City of National City, California, passed and adopted by the Council of said City on May 5, 2015.

City Clerk of the City of National City, California

By: _____
Deputy

Exhibit A

FY 2015-2016 City of National City
Community Development Block Grant and HOME Investment Partnerships Program
Action Plan Funding Activities

CDBG Entitlement:	$ 783,470	HOME Entitlement:	$ 232,709
CDBG Previous Year Reallocation:	$ 62,874	HOME Previous Year Reallocation:	$ 89,495
CDBG Program Income:	$ 12,257	HOME Program Income:	$ 61,625
		Uncommitted Funds:	$ 199,442
Total CDBG Available:	$ 858,601	Total HOME FUNDS Available:	$ 583,271

#	Applicant Name	Program Name	Allocation
	Community Development Block Grant $858,601		
	Public Service Funds Available (15%) $117,521		
1	Community Services Department	At Risk Youth After School Teen Program - "Supreme Teens"	$ 27,500
2	National City Public Library	Literacy Services	$ 44,370
3	Police Department (Sponsoring South Bay Community Services)	NCPD Support Service: Domestic Violence Response Team	$ 16,314
4	Community Services Department	Tiny Tots	$ 29,337
5	Fire Department (Sponsoring Trauma Intervention Programs of San Diego County, Inc.)	Trauma Intervention Program	$ -
		Public Service Total:	$ 117,521
	Non-Public Services Funds Available (65%) $584,386		
6	Housing, Grants, and Asset Management	Housing Inspection Program	$ 31,701
7	Fire Department	Fire Station 34 Section 108 Loan Payment Fiscal Year 2015 - 2016	$ 552,685
		Non-Public Service Total:	$ 584,386
	Planning & Administration Funds Available (20%) $156,694		
8	Housing, Grants, and Asset Management	CDBG Program Administration	$ 121,694
9	Housing, Grants, and Asset Management (Sponsoring CSA San Diego County)	Fair Housing and Tenant-Landlord Education	$ 35,000
		Planning & Admin Total:	$ 156,694
		CDBG Total:	$ 858,601
	HOME Investment Partnerships Program $583,271		
	Project Funds Available (90%) $560,000		
10	Housing, Grants, and Asset Management (Sponsoring Community Housing Works & Lending)	Homebuyer's Down payment Assistance Program	$ 200,000
11	Housing, Grants, and Asset Management	National City Owner-Occupied Rehabilitation Program	$ 160,000
12	Housing, Grants, and Asset Management (Sponsoring South Bay Community Services)	National City Tenant Based Rental Assistance Program	$ 200,000
		Total:	$ 560,000
	Planning & Administration Funds Available (10%) $23,271		
13	Housing, Grants, and Asset Management	HOME Program Administration	$ 23,271
		HOME Total:	$ 583,271

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE FIRST-TIME HOMEBUYER PROGRAM MANUAL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND SPRINGBOARD CDFI TO ADMINISTER THE FIRST-TIME HOMEBUYER PROGRAM

WHEREAS, the HOME Investment Partnerships Act, Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701), as enacted and amended by the Congress of the United States and promulgated by federal rules and regulations, hereinafter called the "HOME program", provides entitlement funds to states and local governments to expand the supply of affordable housing, and make housing more affordable to very-low and low-income families; and

WHEREAS, the City Council has appropriated $200,000.00 in Fiscal Year 2016 to assist low-income First-Time Homebuyers at or under 80% of Area Median Income by providing assistance in the form of a silent second mortgage loan up to $70,000; and

WHEREAS, the City of National City has developed program guidelines that comply with HOME program regulations and provide the policies and procedures for the loan program; and

WHEREAS, the HOME program allows units of general local government to enter into an agreement with a subrecipient to administer HOME program funds; and

WHEREAS, the City of National City solicited applications for the HOME Program grant; and

WHEREAS, Springboard CDFI, responded to the grant application and was selected as the First-Time Homebuyer Program Administrator for their qualifications and experience in homebuyer education and counseling, down payment, and closing cost loan and grant assistance programs.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of National City hereby adopts the First-Time Homebuyer Program Manual ("Attachment 1").

BE IT FURTHER RESOLVED that the City Council of the City of National City authorizes the Mayor to execute a Subrecipient Agreement between the City of National City and Springboard CDFI, for the administration of the First-Time Homebuyer Program. The Subrecipient Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 15th day of March, 2016.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

“Attachment 1” to the Resolution not included in Agenda packet to avoid duplication of large document.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Easter Egg Scramble sponsored by Cornerstone Church of San Diego at Las Palmas Park on March 26, 2016 from 9 a.m. to 12 p.m. with no waiver of fees. (Neighborhood Services)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Temporary Use Permit – Easter Egg Scramble sponsored by Cornerstone Church of San Diego at Las Palmas Park on March 26, 2016 from 9 a.m. to 12 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo **DEPARTMENT:** Neighborhood Services Department

PHONE: (619) 336-4255 **APPROVED BY:**

EXPLANATION:

This is a request from the Cornerstone Church of San Diego to conduct an Easter egg hunt at Las Palmas Park on March 26, 2016 from 9 a.m. to 12 p.m. Set up for the event will commence at 6:00 a.m. on the day of the event. This event will include an Easter egg hunt for appropriate age groups, face painting, music stage with monitored sound system and eating areas with tables and chairs. Free games will be provided.

The applicant is not requesting the use of the City's stage and will provide their own security for this event. The applicant is requesting to post a banner size 5x10 at Las Palmas Park on March 16, 2016 to help promote the event.

FINANCIAL STATEMENT: **APPROVED:** _____ **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

City fee of $237.00 for processing the TUP, plus $200.00 for the Fire Inspection and Public Works $465.80.
Total fees: $902.80

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.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

EVENT INFORMATION

Type of Event:

- [ ] Public Concert
- [ ] Parade
- [ ] Motion Picture
- [ ] Fair
- [ ] Demonstration
- [ ] Grand Opening
- [ ] Festival
- [ ] Circus
- [ ] Other_____
- [x] Community event
- [ ] Block Party

Event Title: Easter Egg Scramble

Event Location: Las Palmas Park

Event Date(s): From 3/26/16 to 3/26/16

Actual Event Hours: 9 (AM) to 12 (PM)

Total Anticipated Attendance: 2500 (1500 Participants 1000 Spectators)

Setup/assembly/construction Date: 3/26/16 Start time: 6am ~~PM~~

Please describe the scope of your setup/assembly work (specific details): Set up Stage and Sound system, tables, chairs and canopies

Dismantle Date: 3/26/16 Completion Time: 2 ~~AM~~ (pm)

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

This event will be contained within the park limits, no street should be affected

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: Cornerstone Church of San Diego

Chief Officer of Organization (Name) Sergio De La Mora

Applicant (Name): Nancy Ontiveros

Address: 1920 Sweetwater Rd National City CA 91950

Daytime Phone: 619-425-9333 Evening Phone: 619-581-4884

Fax: _____ E-Mail: nontiveros@turningtheheart s.com

Contact Person "on site" day of the event: Mike Ramirez Cellular: 619-414-2480

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? [X] YES [ ] NO

Are admission, entry, vendor or participant fees required? [ ] YES [X] NO

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

$ 0 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

$ 0 Estimated Expenses for this event.

$ 0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION
ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

roped off areas for appropriate age group egg hunt. Face painting, live music on stage with monitored sound system. Eating areas with tables and chairs. free games provided

[ ] YES [ ] NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: _____

[ ] YES [X] NO Does the event involve the sale or use of alcoholic beverages?

[X] YES [ ] NO Will items or services be sold at the event? If yes, please describe:

Food vendors, sodas, candy

OVERALL EVENT DESCRIPTION CONTINUED

☐ YES ☒ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☒ YES ☐ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☒ YES ☐ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 16 Sizes 10x10
NOTE: A separate Fire Department permit is required for tents or canopies.

☒ YES ☐ NO Will the event involve the use of the **City** or **your** stage or PA system?
SPECIFY: our stage and sound equipment will be used

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☐ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: BBQ
If you intend to cook food in the event area please specify the method:
____ GAS ____ ELECTRIC X CHARCOAL ____ OTHER (Specify): _____

☐ Portable and/or Permanent Toilet Facilities
Number of portable toilets: ____ (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
☑ Tables # 16 and Chairs # 48
☐ Fencing, barriers and/or barricades
☐ Generator locations and/or source of electricity
☐ Canopies or tent locations (include tent/canopy dimensions)
☐ Booths, exhibits, displays or enclosures
☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures
☐ Vehicles and/or trailers
☐ Other related event components not covered above
Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 6 Trash containers with lids: 0

Describe your plan for clean-up and removal of waste and garbage during and after the event:

_____

_____

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:
Cornerstone Church Security and Traffic ministries

☐ YES ☒ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

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

_____

_____

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.
A first aid tent will be on site throughout the event with church staff manning the station

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
Event will be held on public property that complies with ADA requirements

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:
Parking will be on the two parking lots in the park as well as available street parking

Please describe your plan for DISABLED PARKING:
Las Palmas Park parking lot provided disabled parking

Please describe your plans to notify all residents, businesses and churches impacted by the event:
Flyers, radio

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

[X] YES [ ] NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: One Number of Bands: One
Type of Music: Christian worship music

[X] YES [ ] NO Will sound amplification be used? If YES, please indicate:
Start time: 9 (AM) Finish Time 12 (PM)

[X] YES [ ] NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: 8 am ~~PM~~ Finish Time 12 (PM)

Please describe the sound equipment that will be used for your event:
speakers, Sound System, microphones and musical Instruments

[ ] YES [X] NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

[X] YES [ ] NO Any signs, banners, decorations, special lighting? If YES, please describe:
Events banners. Indicating activities and hours of event.
Banners @ the Las palmas park on March 16th to help promote the event. size would be 5x10

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.

Organization Cornerstone church of San Diego

Person in Charge of Activity Mike Ramirez

Address 1914 Sweetwater Rd. National City CA 91950

Telephone 619-425-9333 **Date(s) of Use** 3/26/16

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 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 Date

Nancy Quitto 3/2/16

For Office Use Only

Certificate of Insurance Approved _____ Date _____

Google Maps Las Palmas Park

Imagery ©2016 DigitalGlobe, Sanborn, U.S. Geological Survey, Map data ©2016 Google 50 ft

RECEIVED
MAR 08 2016
Neighborhood Services Department
City of National City

[redacted]

Las Palmas Park

2 reviews

Park

30-acre park featuring a recreation center, sports fields & courts, a pool, snack bar & playground

National City, CA 91950

CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: **Cornerstone Church of San Diego**
EVENT: **Easter Egg Scramble**
DATE OF EVENT: **March 26, 2016**
TIME OF EVENT: **9 a.m. to 12 p.m.**

APPROVALS:

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

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370

- Provide a valid copy of the insurance certificate wherein the City of National City is a named insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than $1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That 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 insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its officials, agents and employees as an additional insured.
- The Certificate Holder must reflect:
  City of National City
  Risk Management Department
  1243 National City Boulevard
  National City, CA. 91950
- Name, address and contact information for the broker providing this insurance policy.

PUBLIC WORKS (619) 336-4580

PARKS DIVISION

1. The applicant does not request the use of the City's PA system. Therefore, no PA system will be provided.
2. The applicant does not request the use of the City's stage. Therefore no stage will be provided.
3. One staff will work the event to clean the restrooms and litter control overtime rate is $46.58 per hour. 10 hours = $465.80.
4. The baseball fields will not be available, Little League will be having games.

FINANCE

Food Vendors must have a Business License and Health Permit.

FIRE (619) 336-4550

A $200.00 fee will be required for after hour inspection

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

1) Access to the area to be maintained at all times, entrances and emergency roadways

2) Fire Department access into and through booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches

3) Fire Hydrants shall not be blocked or obstructed

4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)

5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)

6) Provide a 2A:10BC fire extinguisher at stage area. Extinguisher to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. *See Attached*

7) Internal combustion power sources that may be used for inflatables, shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use

8) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least **20** feet away stage area

9) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only

10) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all rides, cooking areas, game booths, etc.

11) If tents or canopies are used, the following information shall apply:

- Tents having an area from 0-200 square feet shall be $200.00
- Tents having an area more than 201 square feet shall be $400.00
- Canopies having an area from 0-400 square feet shall be no charge.
- Canopies from 401-500 square feet shall be $250.00.
- Canopies from 501-600 square feet shall be $300.00.
- Canopies from $601.00 or greater shall be $400.00.
- Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.
- Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.

A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet State Fire Marshal approval for cooking.*** **See Fire Marshal for required explanation**

12) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of tents or canopies.

13) All cooking booths or areas to have one 2A:10BC fire extinguisher. **If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required.** See Fire Marshal for required explanation. All fire extinguishers to have a current State Fire Marshal Tag attached.

14) First Aid will be provided by Cornerstone Church of San Diego personnel.

15) Fire Department fees can only be waived by City Council.

16) Provide clear map of set-up.

17) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred ($200.00) dollars.

POLICE

The police have no stipulations for this event. On duty-officers will be asked to stop by and provide extra patrol and assist as needed.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit National City Public Safety Fair hosted by the National City Police Department, Fire Department and Westfield Plaza Bonita on April 16, 2016 from 12 p.m. to 4:30 p.m. at 3030 Plaza Bonita Road. This is a National City sponsored event

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

Temporary Use Permit – National City Public Safety Fair hosted by the National City Police Department, Fire Department and Westfield Plaza Bonita on April 16, 2016 from 12 p.m. to 4:30 p.m. at 3030 Plaza Bonita Road. This is a National City sponsored event per Council Policy No. 804.

PREPARED BY: Dionisia Trejo **DEPARTMENT:** Neighborhood Services Department

PHONE: (619) 336-4255 **APPROVED BY:**

EXPLANATION:

This is a request from the National City Police Department to conduct the National City Public Safety Fair at Westfield Plaza Bonita Mall located at 3030 Plaza Bonita Road on April 16, 2016 from 12 p.m. to 4:30 p.m. This event consists of law enforcement and public safety displays, with promotional and safety materials. A helicopter will land in a designated area as part of the display, and public safety vehicles will also be displayed. Applicant has partnered with other organizations that will be providing ongoing services during the Safety Fair such as child Safety Seat inspections, NCPD Child ID cards, and Child Safety town.

The National City Police Department will be on hand for all security surrounding the event along with mall security staff.

FINANCIAL STATEMENT: **APPROVED:** _____ Finance

ACCOUNT NO. **APPROVED:** _____ MIS

City fee of $237.00 for processing the TUP through various City departments.
Total fees: $237.00

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

[illegible]

Type of Event:

__ Public Concert
__ Parade
__ Motion Picture
XX Fair
__ Demonstration
__ Grand Opening
__ Festival
__ Circus
__ Other_____
__ Community event
__ Block Party

Event Title: National City Public Safety Fair

Event Location: Westfield Plaza Bonita 3030 Plaza Bonita Road

Event Date(s): From 4/16/16 to 4/16/16

Actual Event Hours: 12:00 am/pm to 4:30 am/pm

Total Anticipated Attendance: 3000 ((100 Participants 2900 Spectators))

Setup/assembly/construction Date: 4/16/16 Start time: 10 a.m.

Please describe the scope of your setup/assembly work (specific details): Vendors, entertainment for kids, showcasing at tables, tents, emergency services demos.

Dismantle Date: 4/16/16 Completion Time: 5:30 am/pm

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

NO STREET CLOSURES

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: National City Police Dept, National City Fire Dept, and Westfield Plaza Bonita

Chief Officer of Organization (Name) Police Chief Manuel Rodriguez

Applicant (Name): NCPD—Police Officer Salvador Gil

Address: 3030 Plaza Bonita Road

Daytime Phone: (619) 336-4425 Evening Phone: (619) 600-6535

Fax: (619) 336-4536 E-Mail: sgil@nationalcityca.gov

Contact Person "on site" day of the event: Salvador Gil Cellular: (619) 600-6535

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? XX YES X NO

Are admission, entry, vendor or participant fees required? __ YES XX NO

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

$ 0.00 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

$ 437.00 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?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

The National City Police Dept. and the fire Departments will be hosting a "Public Safety Fair" on Saturday, April 16th, 2016. The event will take place at the Westfield Plaza Bonita Mall parking lot between 12:00 p.m. to 4:30 p.m. The location will allow us to reach out to more than just National City families. The day's events which are going to be spread out throughout the day are intended to showcase the South Bay's emergency service resources to National City families, Mall shoppers, Media and will consist of both static displays and live demonstrations (helicopter landing, meet and greet with pilots, K-9 demo, NCPD SWAT assault of school bus). We also have partnered with other organizations that will be providing ongoing services during the Safety Fair such as child Safety Seat inspections, NCPD Child ID cards, Bike rodeo (teaching bike safety to kids), NCFD simulator fire trailer, sidewalk CPR, water safety, after school activities, and various other exhibitors.

Here is the list of the day's events and the demos we would like to showcase:

12:00	Start of the Safety Fair and Exhibitors
12:00-16:15	Child Safety Seat Inspections & Exhibitors
12:30	NCPD Motors Demo
12:45-3:00	Bike Clinic/Rodeo

1:00-1:45	Live Helicopter landing & meet and & greet with pilots
1:30	NCPD K-9 Demo
2:00	Helicopter Departure
2:30	NCFD Jaws of Life vehicle extraction Demo
3:15	NCPD K-9 Demo
3:40	SWAT Demo
4:10	NCPD Explorers Demo
4:30	End of event

__ YES X NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?
If NO, list any additional dealers involved in the sale: _N/A_

Here is the list of the exhibitors who will be attending the fair:

1	Safe Routes to School / Hub & Spoke	18	San Ysidro Health Clinic
2	NCPD MOBILE COMMAND VEHICLE	19	Hooters
3	NCPD SWAT	20	John's Incredible Pizza
4	NCPD Recruiting	21	National School District
5	NCPD SRO's / Explorers	22	It's Sugar
6	NCPD ARO	23	NC Community Services & Community Development
7	Westfield Plaza Bonita	24	Lions Club
8	DJ	25	Applebee's
9	Pete's Coffee	26	John's Incredible Pizza
10	O's American Kitchen	27	SDCCU
11	Hot Dog on a Stick	28	CERT
12	Special Olympics	29	Sbarro
13	Disney Store	30	NCPD Traffic trailer
14	FBI	31	Pacific Safety Center
15	Face Painting	32	NCFD Fire trailer
16	El Torito	33	NCFD Engine 34
17	Kiwanis Club		

OVERALL EVENT DESCRIPTION CONTINUED

__ YES X NO Does the event involve the sale or use of alcoholic beverages?

__ YES X NO Will items or services be sold at the event? If yes, please describe:

N/A

__ YES X NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

X YES __ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

X YES __ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 32 Sizes 10X10 NOTE: A separate Fire Department permit is required for tents or canopies.

__ YES X NO Will the event involve the use of the City or your stage or PA system? SPECIFY:

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

- [ ] Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
- [x] Food Concession and/or Food Preparation areas Please describe how food will be served at the event: Free samples will be given out by mall food vendors
  If you intend to cook food in the event area please specify the method:
  ____ GAS ____ ELECTRIC ____ CHARCOAL __X__ OTHER (Specify): food warmers
- [x] Portable and/or Permanent Toilet Facilities
  Number of portable toilets: 12 (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
- [x] Tables # 40 and Chairs # 100 *NOT* REQUESTED FROM THE CITY
- [x] Fencing, barriers and/or barricades Caution tape to outline perimeter of the event.
- [x] Generator locations and/or source of electricity YES—NOT requested from the city
- [x] Canopies or tent locations (include tent/canopy dimensions) 30 (10x10)
- [x] Booths, exhibits, displays or enclosures 30
- [ ] Scaffolding, bleachers, platforms, stages, grandstands or related structures
- [x] Vehicles and/or trailers Fire engine, PD vehicles, helicopter
- [ ] Other related event components not covered above
- [x] Trash containers and dumpsters Provided by Westfield Plaza Bonita

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 20 Trash containers with lids: ____

Describe your plan for clean-up and removal of waste and garbage during and after the event:

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security: NCPD will have police presence in the form of officers, reserves officers and Explorers. Westfield Plaza Bonita will have their security personnel and off-duty officers.

__ YES X NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: NCPD

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

__ YES X NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

_____

_____

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.
NCFD and AMR medics will be present to provide medical attention

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
No special conditions needed. Event will be held in the parking lot.

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:
Westfield Plaza Bonita has nine dedicated parking lots and a 3 level parking structure that are used by mall patrons and will be accessible to all fair participants and mall customers.

Please describe your plan for DISABLED PARKING:
Existing designated spaces provided by the mall will be used and will not be affected by the fair.

Please describe your plans to notify all residents, businesses and churches impacted by the event: Media release, community meetings, social media advertising.

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

X YES __ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: ____0_____ Number of Bands: _____0____

Type of Music: ___Radio morning talk-show playing variety of music from a both during the event.

X YES __ NO Will sound amplification be used? If YES, please indicate: Start time: __12_____am/pm Finish Time ____4:30___am/pm

__ YES X NO Will sound checks be conducted prior to the event? If YES, please indicate: Start time: _____am/pm Finish Time _____am/pm

Please describe the sound equipment that will be used for your event:

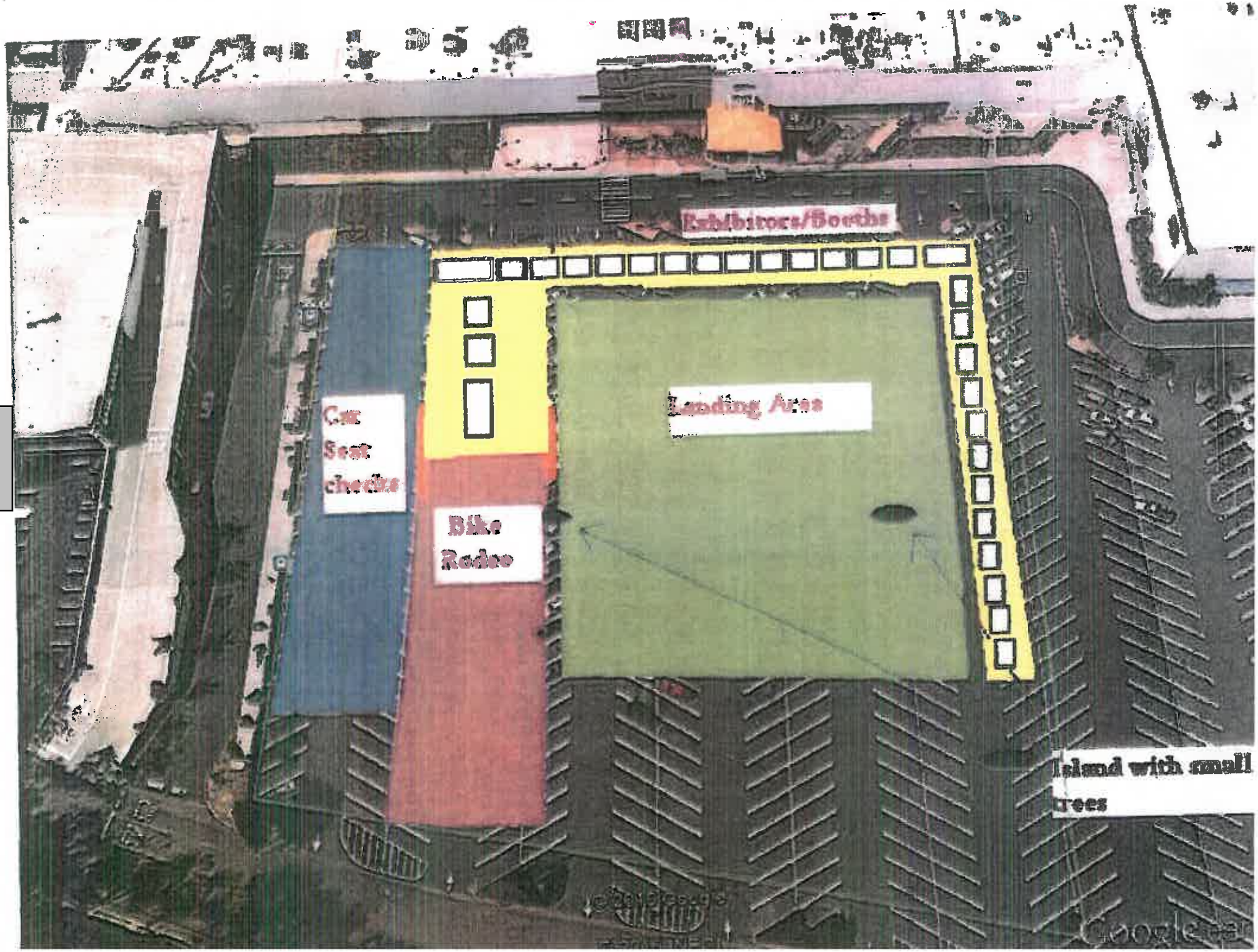
N/A

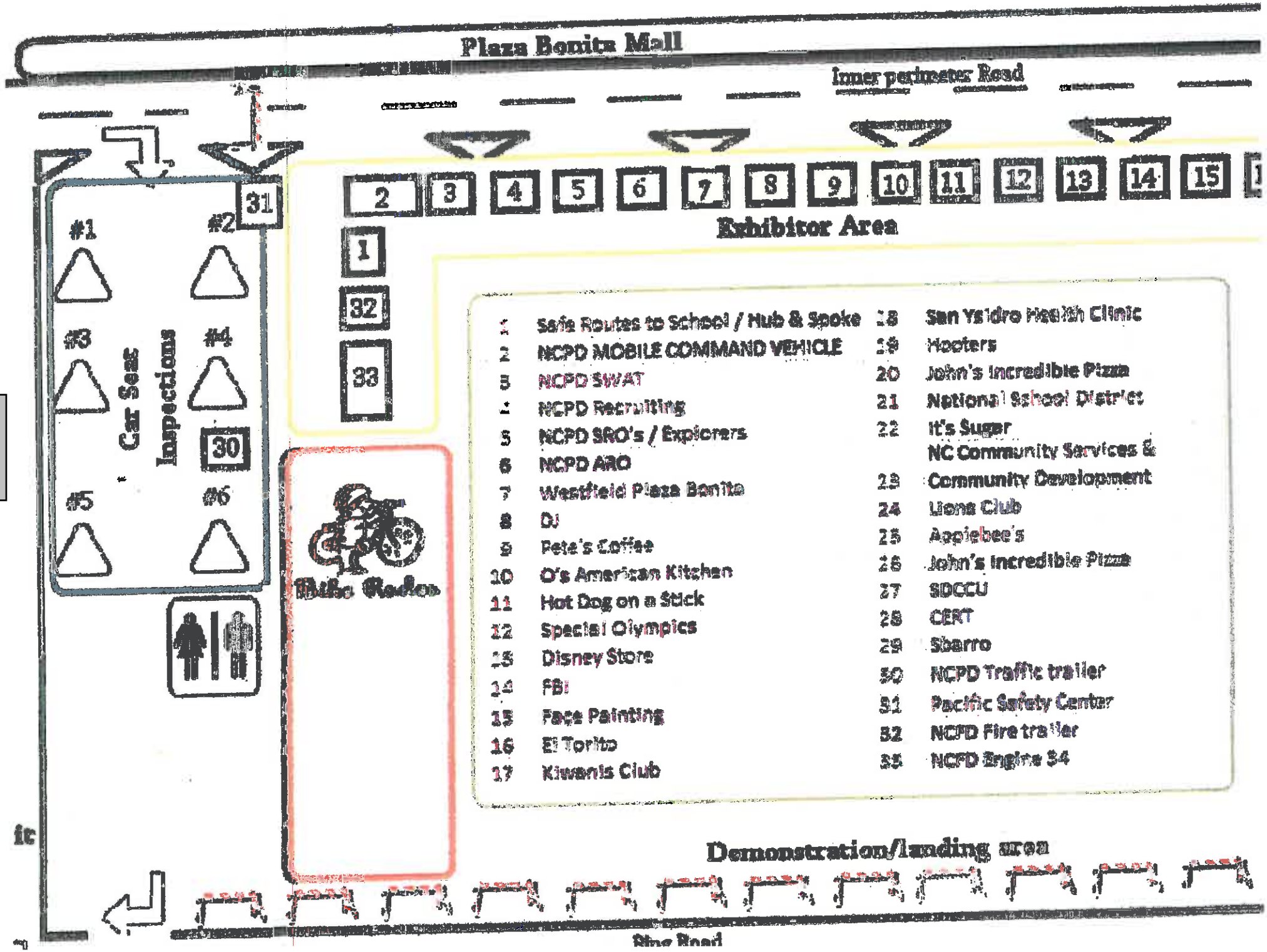
X YES __ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe: __NCPD SWAT will be using flash bang devices during the demonstration.

X YES __ NO Any signs, banners, decorations, special lighting? If YES, please describe: ____Directional signs, posters, and banners will be used to during the fair to orient vehicles, shoppers and fair participants.

Revised 12/4/2014

City of National City


Exhibitors/Booths
Car Seat checks
Bike Rodeo
Landing Area
Island with small trees
Google earth


Plaza Bonita Mall
Inner perimeter Road
Exhibitor Area
2
3
4
5
6
7
8
9
10
11
12
13
14
15
1
32
33
31
30
#1
#2
#3
#4
#5
#6
Car Seat Inspections
Bike Radeo
Demonstration/landing area
Ring Road
1 Safe Routes to School / Hub & Spoke
2 NCPD MOBILE COMMAND VEHICLE
3 NCPD SWAT
4 NCPD Recruiting
5 NCPD SRO's / Explorers
6 NCPD ARO
7 Westfield Plaza Bonita
8 DJ
9 Pete's Coffee
10 O's American Kitchen
11 Hot Dog on a Stick
12 Special Olympics
13 Disney Store
14 FBI
15 Face Painting
16 El Torito
17 Kiwanis Club
18 San Ysidro Health Clinic
19 Hooters
20 John's Incredible Pizza
21 National School District
22 It's Sugar
23 NC Community Services & Community Development
24 Lions Club
25 Applebee's
26 John's Incredible Pizza
27 SDCCU
28 CERT
29 Sbarro
30 NCPD Traffic trailer
31 Pacific Safety Center
32 NCPD Fire trailer
33 NCPD Engine 34

CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: **NCPD, NCFD & Westfield Plaza Bonita**
EVENT: **National City Public Safety Fair**
DATE OF EVENT: **April 16, 2016**
TIME OF EVENT: **12 p.m. to 4:30 p.m.**

APPROVALS:

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

CONDITIONS OF APPROVAL:

COMMUNITY SERVICES (619) 336-4290

The Community Services Department will participate in the National City Safety Fair by hosting an informational booth and leading games and arts & craft with the participants.

RISK MANAGER (619) 336-4370

Participating exhibitors are required to sign a Hold Harmless Agreement as a condition of participating in this event.

FINANCE (619) 336-4330

All food vendors should have a current National City business license and a San Diego County health permit.

FIRE (619) 336-4550

NO INSPECTION FEE'S REQUIRED
ONSITE INSPECTION WILL TAKE PLACE BY ON DUTY PERSONEL

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

1) Access to the street to be maintained at all times, Fire Department connections for fire sprinkler systems, hydrants, standpipes, etc.

2) Fire Department access into and through the booth/tent areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches

3) Fire Hydrants shall not be blocked or obstructed

4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)

5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)

6) If applicable, concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides

7) If applicable, all cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. **All fire extinguishers to have a current State Fire Marshal Tag attached. Extinguishers shall be mounted in conspicuous area inside tent or canopy.**

8) If Charcoal is being used, provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal

9) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc. If applicable

10) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred ten ($200.00) dollars

11) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only

12) 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. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking***

Canopies:

0 – 400 sf -	$0
401 – 500 sf -	$250.00
501 – 600 sf -	$300.00
601 – 700 sf -	$400.00

Tents:

0 –200 sf -	$200.00
201 – (+) sf -	$400.00

CITY ATTORNEY

Exhibitors/vendors will need to sign an agreement holding the city harmless from any claims related to their participation/exhibit.

POLICE

This event is organized and sponsored by the Police Department. We will provide all on duty officers, police volunteers and support personnel to provide security and safety for the event. Police will coordinate directly with Westfield Mall Security and Management on the event as to safest locations and set up for participants, customers and exhibitors. Police will coordinate with all outside agencies, City Departments and exhibitors that plan to participate including NCFD and Mall Security and Management. If assistance is required from other City Departments such as Public Works, Police will coordinate directly with their Supervisors and Personnel using normal City request and approval systems. Any cost will be approved by normal chain of command including the Captains and Chief of Police from Police Budget.

The following page(s) contain the backup material for Agenda Item: City Council Direction on the Relay for Life and Automobile Heritage Day Car Show requests for Temporary Use Permits for August 13, 2016 at Kimball Park. (Neighborhood Services)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

City Council Direction on the Relay for Life and Automobile Heritage Day Car Show requests for Temporary Use Permits for August 13, 2016 at Kimball Park.

PREPARED BY: Dionisia Trejo **DEPARTMENT:** Neighborhood Services Department

PHONE: 619-336-4255 **APPROVED BY:**

EXPLANATION:

Staff has received applications from the Chamber of Commerce and American Cancer Society for Temporary Use Permits (TUP) requesting to host their individual events at Kimball Park on the same date of Saturday August 13, 2016. Both the Automobile Heritage Day Car Show (Chamber of Commerce) and Relay for Life (American Cancer Society) events are City co-sponsored events per Council Policy 804, soon to be changed to Council Policy 802. The purpose of the attached report is to provide a history and background on the two City co-sponsored events, prior to considering the attached TUP applications.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

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

STAFF RECOMMENDATION:

Request City Council Direction.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Staff Report
A) Automobile Heritage Day Car Show A-200, TUP Application & Stipulations
B) Relay for Life A-200,TUP Application & Stipulations

Staff Report

Staff has received applications from the Chamber of Commerce and American Cancer Society for Temporary Use Permits (TUP) requesting to host their individual events at Kimball Park on the same date of Saturday August 13, 2016. Both the Automobile Heritage Car Show (Chamber of Commerce) and Relay for Life (American Cancer Society) events are City co-sponsored events per Council Policy 804, soon to be changed to Council Policy 802. The purpose of this report is to provide a history and background on the two City co-sponsored events, prior to considering the attached TUP applications.

Upon receiving both TUP applications, City staff reached out to both applicants in an attempt to facilitate a resolution of the location and date conflict request for the use of Kimball Park on August 13, 2016. Staff confirmed that August 13, 2016 was the only date both organizations could hold the event and no other venues other than Kimball Park were suitable. Staff recommended the two parties meet to try and resolve their conflict. On March 9, 2016, both organizations met and were unable to come to an agreement, thus requesting that City Council make a decision as to which event would be approved and permitted for the given date and location. This is the first time a City co-sponsored event is in conflict with another co-sponsored event and where applicants were unable to resolve prior to City Council consideration. City policies do not address the conflict and there is no clear difference between the two events. Both events use generally the same amount of space and area in Kimball Park and cannot both occur on the same date due to their space needs.

Below is a five-year history for both co-sponsored events and dates in which there events were conducted in the month of August.

2015

Auto Heritage - August 8th / 2nd Saturday

Relay for Life - August 15th / 3rd Saturday

2014

Auto Heritage - August 9th / 2nd Saturday

Relay for Life – August 16th / 3rd Saturday

2013

Auto Heritage – August 4th / 1st Sunday

Relay for Life – August 24th/ 4th Saturday

2012

Auto Heritage – August 5th / 1st Sunday

Relay for Life – August 11th / 2nd Saturday

2011

Auto Heritage – August 7th / 1st Sunday

Relay for Life – August 13th / 2nd Saturday

NOTE: August 13, 2016 is the second Saturday.

A

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

A) Temporary Use Permit – 25th Annual Automobile Heritage Day Festival & Car Show hosted by the National City Chamber of Commerce at Kimball Park on August 13, 2016 from 9 a.m. to 4 p.m. This is a National City Co-Sponsored event per City Council Policy No. 804.

PREPARED BY: Dionisia Trejo **DEPARTMENT:** Neighborhood Services Department

PHONE: (619) 336-4255 **APPROVED BY:**

EXPLANATION:

This is a request from the National City Chamber of Commerce to conduct the 25th Automobile Heritage Day Festival & Car Show event at Kimball Park on August 13, 2016 from 9 a.m. to 4 p.m. This event will celebrate National City's automotive history and display of classic cars & motorcycles. There will also be food vendors, live entertainment, kid's play area with face painting, vendor booths, a mini carnival, and a kid's train ride. The Chamber is requesting to use the City's P.A. system and stage.

This event and sponsoring organization are listed as a City co-sponsored event per City Council Policy No. 804.

NOTE: The Relay for Life and Automobile Heritage Day Festival & Car Show have both requested to host their events on the same exact day of August 13th at Kimball Park.

FINANCIAL STATEMENT: **APPROVED:** Finance

ACCOUNT NO. **APPROVED:** MIS

City fee of $237.00 for processing the TUP through various City departments, plus $600.00 for the Fire Permit, and $2,971.94 for Public Works.
Total fees: $3,808.94 ($1,000 city sponsorship not included)

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.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

RECEIVED

MAR 0 2 2016

EVENT INFORMATION

Type of Event:

- [ ] Public Concert
- [ ] Parade
- [ ] Motion Picture
- [ ] Fair
- [ ] Demonstration
- [ ] Grand Opening
- [x] Festival
- [ ] Circus
- [ ] Other _____
- [x] Community event
- [ ] Block Party

Event Title: 25th Automobile Heritage Day Festival & Car Show

Event Location: Kimball Park, 12th St. D. Ave. National City, CA

Event Date(s): From Aug. 13 to Aug. 13

Actual Event Hours: 9 AM to 4 PM

Total Anticipated Attendance: 2550 (50 Participants 2500 Spectators)

Setup/assembly/construction Date: Aug. 13 Start time: 4 AM

Please describe the scope of your setup/assembly work (specific details):

Vendor booths, food booths, canopies, trash cans, 2 stages, field striping, kids area,PA system, Kids Area

Dismantle Date: Aug. 13 Completion Time: 9 PM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

City closure/ barricade of Kimball Park: parking lot at A Ave; D Ave. parking lot and street parking on D;

Closure/ barricade of Boys & Girls Club Lot (close on Aug 12, access controlled by Chamber on Aug.13)

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: National City Chamber of Commerce

Chief Officer of Organization (Name) Jacqueline Reynoso

Applicant (Name): National City Chamber of Commerce

Address: 901 National City Blvd.

Daytime Phone: 619-477-9339 Evening Phone: 619-890-6614

Fax: 619-477-5018 E-Mail: reynoso@nationalcitychamber.org

Contact Person "on site" day of the event: Jacqueline Reynoso Cellular: (619) 890-6614

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS .

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): Fees used to offset costs of rentals, permits, entertainment, and supplies. Sponsorships $250-$7500; car registration $25

$18500 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

$ 15000 Estimated Expenses for this event.

$ 3000 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

Live entertainment; nonprofit,government, business booths; food trucks; classic car exhibition and competition; awards ceremony; raffle sales; face painting; game booths; magicians, train rides; arts & crafts; VIP area; DJ and PA System; Car Auction; EV test drives, vehicle test drives

☑ YES ☐ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: Auto Auction organization, independent owners, Mile of Cars, EV Car dealers

☐ YES ☑ NO Does the event involve the sale or use of alcoholic beverages?

☑ YES ☐ NO Will items or services be sold at the event? If yes, please describe:

Vendors will sell their items: retail, food, art, professional services, beverages. Chamber will sell beverages.

OVERALL EVENT DESCRIPTION CONTINUED

☐ YES ☑ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☑ YES ☐ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☑ YES ☐ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 70 Sizes 10X10, 40X60
NOTE: A separate Fire Department permit is required for tents or canopies.

☑ YES ☐ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: LARGE STAGE REQUESTED, PA SYSTEM, TABLES, CHAIRS.

In addition to the route map required above, please attach a **diagram** showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☑ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: Food prepared on/offsite by food vendors in fire retardant canopies with accessible fire extinguisher
If you intend to cook food in the event area please specify the method:
____ GAS ____ ELECTRIC ____ CHARCOAL ____ OTHER (Specify): ALL of the Above

☑ Portable and/or Permanent Toilet Facilities
Number of portable toilets: 4 (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
☑ Tables # (28)6 ft./(24)8ft and Chairs # 150
☑ Fencing, barriers and/or barricades
☑ Generator locations and/or source of electricity
☑ Canopies or tent locations (include tent/canopy dimensions)
☑ Booths, exhibits, displays or enclosures
☑ Scaffolding, bleachers, platforms, stages, grandstands or related structures
☑ Vehicles and/or trailers
☑ Other related event components not covered above
Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 60 Trash containers with lids: 3 EDCO Bins

Describe your plan for clean-up and removal of waste and garbage during and after the event:
Volunteers will assist with event clean up, booths are required to maintain their areas,
We will hire custodial staff to maintain park clean. All trash will be disposed in EDCO bins.

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:
We hire professional security guards to assist with crowd control.

☐ YES ☑ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: Currently seeking bids

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

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

_____

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.
First Aid kit will be available on site; AMR has been requested on site.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
Walking trails at Kimball Park is accessible to individuals with disabilities.

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:
Parking available on city streets, Southwestern College Parking Lot, and Walmart Parking Lot

Please describe your plan for DISABLED PARKING:
ADA parking accessible on city streets

Please describe your plans to notify all residents, businesses and churches impacted by the event:
We obtain a list of impacted addresses from the City and send a notification letter via mail/ email or social media in advance of event informing them of public festiva

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

☑ YES ☐ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: 2 Number of Bands: up to 8

Type of Music: Classic Rock and World Music

☑ YES ☐ NO Will sound amplification be used? If YES, please indicate:

Start time: 8 AM Finish Time 4 PM

☑ YES ☐ NO Will sound checks be conducted prior to the event? If YES, please indicate:

Start time: 7 AM Finish Time 8 AM

Please describe the sound equipment that will be used for your event:

6 Stage speakers, 6 mobile speakers, mics, amplifier, and instruments per stage.

☐ YES ☑ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

☑ YES ☐ NO Any signs, banners, decorations, special lighting? If YES, please describe:

Banners, Posters, Fliers, A -signs, Street Flags throughout City: Businesses, Key intersections, NC Blvd., 8th Str

Plaza Blvd., Highland Ave., Euclid, Palm Ave., City Buildings, Schools, Parks, Marquees, Digital Signs,

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.

Organization National City Chamber of Commerce

Person in Charge of Activity Jacqueline Reynoso

Address 901 National City Blvd., National City, CA 91950

Telephone 619-890-6614 **Date(s) of Use** Aug. 12-13

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 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.

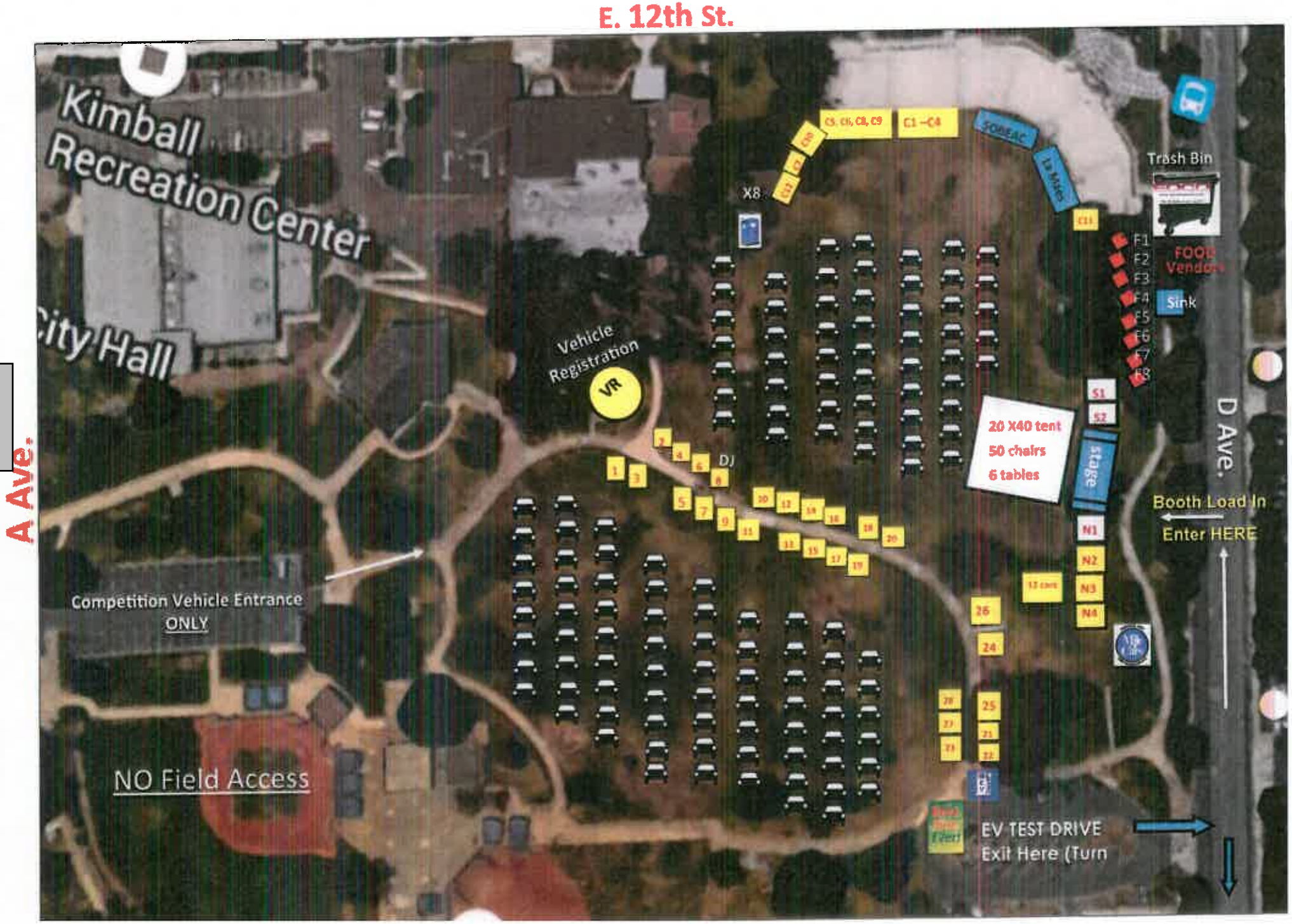
Signature of Applicant Official Title Date

3/2/16

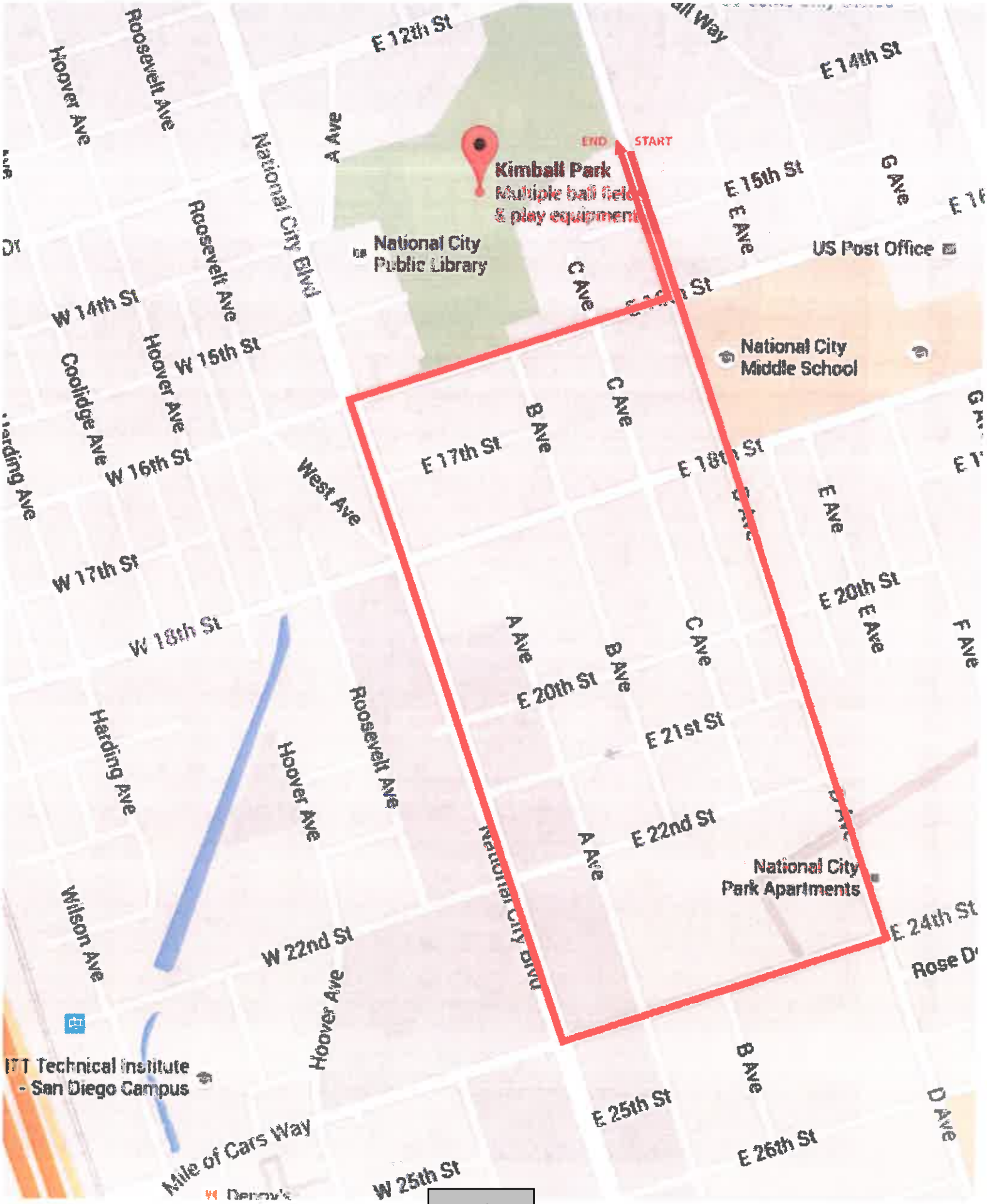
For Office Use Only

Certificate of Insurance Approved _____ Date Aug. 13

Automobile Heritage Day Festival & Car Show SITE LAYOUT ---DETAIL



Electric Vehicle Test Drive Route



Automobile Heritage Day Car Show & Festival

Kimball Park, National City

SITE MAP for TUP Application (AMENDED 6-3-15)

CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS

SPONSORING ORGANIZATION: **National City Chamber of Commerce**
EVENT: **25th Automobile Heritage Day Festival & Car Show**
DATE OF EVENT: **August 13, 2016**
TIME OF EVENT: **9 a.m. to 4 p.m.**

APPROVALS:

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

CONDITIONS OF APPROVAL:

RISK MANAGER (619) 336-4370

- Provide a valid copy of the insurance certificate wherein the City of National City is a named insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than $1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That 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 insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its officials, agents and employees as an additional insured.
- The Certificate Holder must reflect:
  City of National City
  Risk Management Department
  1243 National City Boulevard
  National City, CA. 91950
- Name, address and contact information for the broker providing this insurance policy.

PUBLIC WORKS (619)366-4580

Parks Division

1. The cost to provide the extended stage and PA system. All of these rates are at time and half overtime.
2. They provide their own gypsum to mark the field.
3. No jumpers are allowed at Kimball Park.
4. We will be providing the extended stage and PA system

    a. 4 staff 4 hours @ $46.58 for hour set up stage $745.28
    b. 4 staff break down 4 hour minimum @ $46.58 $745.28
    c. One staff @ $46.58 for 10 hours $465.80

Total $1956.36

Street Division

1. Staff will post "no parking" signs in affected parking lots before the event.
2. Staff will close with barricades parking lots prior to the event.

The cost to provide street personnel support for this event is estimated to be $374.58.

No Parking signs	30 X $0.45 =	$ 13.50
Barricades	6 X $0.35 =	$ 2.10
Equipment	6 X $16.34 =	$ 98.04
Overtime Hrs.	4 X $48.86 =	$195.44
Man Hrs.	2 X $32.57 =	$ 65.14
	Total	$374.58

Facilities Division

1. Electrician 1 staff 12 hours @ 36.75/hr $ 441.00

FINANCE

Food Trucks will need Business License and Health Permit. Retail vendors will need a business license.

FIRE (619) 336-4550

INSPECTION REQUIRED

Total fee amount for all Fire Department permits is six hundred dollars ($600.00) dollars. Fees can only be waived by City Council

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

1) Access to all businesses along the parade route to be maintained at all times Access to entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.

2) Fire Department access into and through all business areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches

3) Fire Hydrants shall not be blocked or obstructed

4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)

5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)

6) Provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal.

7) Provide a 2A:10BC fire extinguisher at stage. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance

8) All cooking booths or areas to have one 2A:10BC. If grease or oil is used for cooking, a 40:BC or class "K" fire extinguisher will be required. **All fire extinguishers to have a current State Fire Marshal Tag attached. Please see attached example**

9) 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.

10) A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. Additionally cooking of anything producing grease laden vapor shall not be allowed under the tents or canopies unless venting is provided. Please see Fire Department for direction.*** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. Fees can only be waived by City Council

Canopies:

0 – 400 sf -	$0
401 – 500 sf -	$250.00
501 – 600 sf -	$300.00
601 – 700 sf -	$400.00

Tents:

0 –200 sf -	$200.00
201 – (+) sf -	$400.00

11) Fire Department access into and through the booth areas are to be maintained at all times

12) Internal combustion power sources that may be used for inflatable rides, cooking booths, etc. shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use.

13) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least 20 feet away from the ride.

14) **Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from tents and canopies Inflatable Zone are.**

15) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" Only

16) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc.

17) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred ($200.00) dollars

18) First Aid will be provided by Auto Heritage Days personnel

19) 2016 Park layout need to be submitted, showing the 2 stages and tent layout.

20) Chambers car show fire extinguishers can be accomplished by place them at a 75 feet layout around car show. Contact the fire department for additional information.

The event will require an after hours/weekend ($200.00) inspection prior to the start of the event as well as a Permit for the tent ($400.00)

If you have any questions please feel free to contact me

POLICE

Since they are not requesting police officers to work the event, PD recommends that they minimally contract with a professionally calif. licensed security company and given the size of the event that at least 6 to 8 security guards be on duty during the hours of the event. There is no parade route requested or traffic closures or alcoholic beverages being served so we have no other stipulations. On Duty Officers will be asked to extra patrol the day of the event. No fees.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

B

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

B) Temporary Use Permit – Relay for Life of National City sponsored by American Cancer Society at Kimball Park from August 13, 2016 to August 14, 2016. This is a City co-sponsored event pursuant to City Council Policy #804.

PREPARED BY: Dionisia Trejo **DEPARTMENT:** Neighborhood Services Department

PHONE: 619-336-4255 **APPROVED BY:**

EXPLANATION:

This is a request from the American Cancer Society to conduct the National City Relay for Life event at Kimball Park from August 13, 2016 thru August 14, 2016. Set up for the event will commence on August 12, 2016 at 7 a.m. This event is a 24-hour walking relay that starts at 9 a.m. on August 13th and concludes at 9 a.m. on August 14th. This relay will raise money for the fight against cancer. During the event there will be food, entertainment, including 8 bands, and craft activities.

The event organizers will also provide professional security, rented lighting, first aid, and portable toilets for the event.

NOTE: The Relay for Life and Automobile Heritage Day Festival & Car Show have both requested to host their events on the same exact day of August 13th at Kimball Park.

FINANCIAL STATEMENT: **APPROVED:** _____ Finance

ACCOUNT NO. **APPROVED:** _____ MIS

City fee of $237.00 for processing the TUP through various City departments, plus $522.76 for Public Works, and $200.00 for Fire permits.
Total fees: $959.76 ($1,000 city sponsorship not included)

ENVIRONMENTAL REVIEW:

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

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

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

EVENT INFORMATION

Type of Event:

- [ ] Public Concert
- [ ] Parade
- [ ] Motion Picture
- [ ] Fair
- [ ] Demonstration
- [ ] Grand Opening
- [ ] Festival
- [ ] Circus
- [ ] Other_____
- [x] Community event
- [ ] Block Party

Event Title: Relay For Life of National City

Event Location: Kimball Park

Event Date(s): From 8/13/16 to 8/14/16

Actual Event Hours: 9 AM to 9 AM

Total Anticipated Attendance: 300 (150 Participants 150 Spectators)

Setup/assembly/construction Date: 8/12/16 Start time: 7 AM

Please describe the scope of your setup/assembly work (specific details): volunteers will chalk out campsites for set up.

Diamantle Date: 8/14/16 Completion Time: 1 PM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

no street closures

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: American Cancer Society

Chief Officer of Organization (Name) David Ventiziano

Applicant (Name): Michelle Gonzales-Lopez

Address: 2555 Camino Del Rio North, #100, San Diego 92108

Daytime Phone: 619-652-7449 Evening Phone: 858-848-0681

Fax: _____ E-Mail: michelle.gonzales@cancer.org

Contact Person "on site" day of the event: michelle Cellular: 858-848-0681

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

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): _____

$65,000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

$ 5,00 Estimated Expenses for this event.

$ 60,000 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

A 24 hour event to fundraise for the American Cancer Society. Teams camp out and walk 24 hours. There is on-site fundraising which is all donated back to ACS. We have entertainment via live bands and entertainers.

☐ YES ☑ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: _____

☐ YES ☑ NO Does the event involve the sale or use of alcoholic beverages?

☑ YES ☐ NO Will items or services be sold at the event? If yes, please describe:

food and crafts will be sold for a donation

OVERALL EVENT DESCRIPTION CONTINUED

☐ YES ☑ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☐ YES ☑ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☑ YES ☐ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 9 Sizes 20 x 20, 20 x 30, 10

NOTE: A separate Fire Department permit is required for tents or canopies.

☐ YES ☑ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: _____

In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☐ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: _____
If you intend to cook food in the event area please specify the method:
____ GAS ____ ELECTRIC ____ CHARCOAL ____ OTHER (Specify): gas and charcoal

☑ Portable and/or Permanent Toilet Facilities
Number of portable toilets: 7 (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
☑ Tables # 30 and Chairs # 200
☐ Fencing, barriers and/or barricades
☑ Generator locations and/or source of electricity
☑ Canopies or tent locations (include tent/canopy dimensions)
☐ Booths, exhibits, displays or enclosures
☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures
☐ Vehicles and/or trailers
☑ Other related event components not covered above
Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 20 Trash containers with lids: 20

Describe your plan for clean-up and removal of waste and garbage during and after the event:
EDCO is an event sponsor who donates all trash supplies and dumpsters. Volunteers will man

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:
Elite Security Services

☑ YES ☐ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: Elite Security

Security Organization Address: 2878 Camino del rio south, #260, San Diego 92108

Security Director (Name): Mike Wilson Phone: 619-574-1589

☑ YES ☐ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:
park lights and light tower

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

call 911, if it is beyond a first aide kit

Please describe your Accessibility Plan for access at your event by individuals with disabilities:
the use of all park disability ramps and parking

PARKING PLAN/MITIGATION OF IMPACT

Please provide a detailed description of your PARKING plan:
use of park parking

Please describe your plan for DISABLED PARKING:
use of park disabled parking

Please describe your plans to notify all residents, businesses and churches impacted by the event:
mail out to residents

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

☑ YES ☐ NO Are there any musical entertainment features related to your event? If YES, please state the number of stages, number of bands and type of music. Number of Stages: 1 Number of Bands: 5

Type of Music: various

☑ YES ☐ NO Will sound amplification be used? If YES, please indicate:

Start time: 7 AM Finish Time 10 PM

☑ YES ☐ NO Will sound checks be conducted prior to the event? If YES, please indicate:

Start time: 7:30 AM Finish Time 8 AM

Please describe the sound equipment that will be used for your event:

various equipment brought by entertainers

☐ YES ☑ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

☑ YES ☐ NO Any signs, banners, decorations, special lighting? If YES, please describe:

light tower, banners and luminaria bags

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.

Organization: American Cancer Society, Inc

Person In Charge of Activity: Michelle Gonzales

Address: 2655 Camino del Rio N. #100, SD 92108

Phone: (619) 682-7449 **Date(s) of Use:** 8/12 - 8/14/16

HOLD HARMLESS AGREEMENT

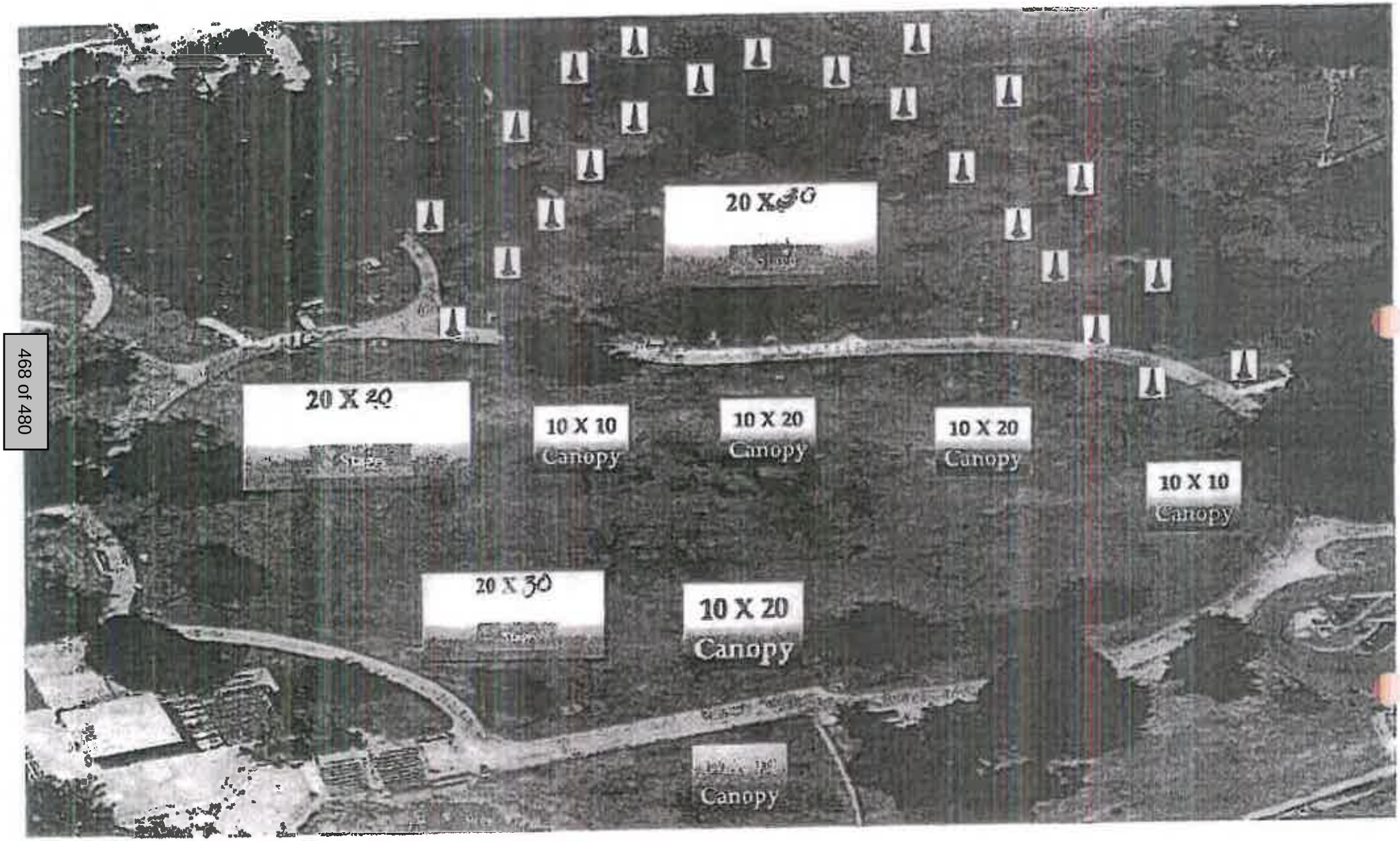
The undersigned hereby agree(s) to hold the City of National City and the Parking Authority of the City of National City harmless and indemnify the City of National City and the Parking Authority of the City of National City from and against all claims, demands, costs, losses, damages, injuries, litigation and liability arising out of or related to the use of public property by permitee or permitee's agents, employees or contractors.

Michelle A Gonzales

Signature of Applicant

Relay manager 2/10/16

Official Title Date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CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: **American Cancer Society**
EVENT: **Relay for Life of National City**
DATE OF EVENT: **August 13, 2016 to August 14, 2016**
TIME OF EVENT: **9 a.m. Saturday to 9 a.m. Sunday**

APPROVALS:

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

CONDITIONS OF APPROVAL:

RISK MANAGER

- Provide a valid copy of the insurance certificate wherein the City of National City is a named insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than $1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That 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 insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its officials, agents and employees as an additional insured.
- The Certificate Holder must reflect:
  City of National City
  Risk Management Department
  1243 National City Boulevard
  National City, CA. 91950
- Name, address and contact information for the broker providing this insurance policy.

FIRE (619) 336-4550

A $200.00 fee will be required for after hour inspection. Please contact the National City Fire Department for payment of fees. Provide site map of site area.

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

1) Access to the street to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.

2) Fire Department access into and through the camp areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches

3) Fire Hydrants shall not be blocked or obstructed

4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)

5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)

6) Provide a 2A:10BC fire extinguisher at stage. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance

7) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. **All fire extinguishers to have a current State Fire Marshal Tag attached. Please see attached example**

8) Additional fire extinguisher shall be placed around the circumference of the **track and bowl** area so as to provide fire protection for" Luminary Bags". Fire extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. **Extinguisher shall be labeled "Fire Extinguisher"**

9) If Charcoal is being used, provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal

10) Internal combustion power sources that may be used for "Light Towers" shall be of adequate capacity to permit uninterrupted operation during normal operating hours

11) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure

12) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc.

13) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred **($200.00) dollars**

14) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only

15) If tents or canopies are used, the following information shall apply:
    - Tents having an area from 0-200 square feet shall be $200.00
    - Tents having an area more than 201 square feet shall be $400.00
    - Canopies having an area from 0-400 square feet shall be no charge
    - Canopies from 401-500 square feet shall be $250.00
    - Canopies from 501-600 square feet shall be $300.00
    - Canopies from 601 square feet or greater shall be $400.00
    - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly
    - Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council
    - ***A ten feet separation distance must be maintained between tents and canopies***
    - A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. Certificate of flame resistance shall be provided to the National City Fire Department prior to the event***

16) First Aid will be provided by organization

18) Provide map of site area. Map to Include placement of Fire Department requests

Fire Department Fees can only be waived by City Council

Approval contingent upon final field inspection and compliance with all applicable codes and ordinances.

POLICE

The Police Department does not have any stipulations. The applicant has hired a professional firm to provide security. Police will extra patrol for the event with on duty officers and provide assistance if requested.

PUBLIC WORKS

PARKS DIVISION

1. Two hours at $46.58 per hour overtime rate ($93.16) for one staff to inspect after event and fill out Storm Water Compliance Inspection for Special Event Report and litter clean up.
2. Two hour for set up at regular pay of $31.05 per hour ($62.10)
3. Event organizers need to clean up litter during event.
4. They City stage was not requested so no stage will be provided

FACILITIES DIVISION

1. Ten hours at $36.75 per hour overtime rate (10 x 36.75= $367.50) for Electrician.

FINANCE

American Cancer Society has a current business license and based on the event details listed on the application, I have no additional comments.

COMMUNITY SERVICES

Community Services would like to remind the TUP applicant that the night they will be setting up for the Relay for Life, Friday August 12, will be the evening when the Summer Movies in the Park event will be held in Kimball Bowl. I want to make sure the applicant is aware in case any coordination needs to occur. The set up should not interfere, as both events occur in different areas of Kimball Park.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

The following page(s) contain the backup material for Agenda Item: City of National City Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2015. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

City of National City Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2015.

PREPARED BY: Javier Carcamo, Financial Services Officer **DEPARTMENT:** Finance

PHONE: (619) 336-4331 **APPROVED BY:** Mark Raliuto

EXPLANATION:

Transmitted herewith is the City of National City's Comprehensive Annual Financial Report for the fiscal year ended June 30, 2015, prepared by the City's external auditors, Pun & McGeady, LLP.

The report includes all agencies under the control of the City Council, as well as the Successor Agency to the Community Development Commission as the National City Redevelopment Agency.

The auditors have conducted their examination of the financial statements in accordance with generally accepted auditing standards and expressed an unmodified ("clean") opinion of those statements.

FINANCIAL STATEMENT: **APPROVED:** Mark Raliuto **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

NA

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Accept and file the City of National City Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2015.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

The Comprehensive Annual Financial Report as of June 30, 2015 is available on the City's website. Hard copies are available in the City Clerk's Office and the City Library.

The following page(s) contain the backup material for Agenda Item: City of National City's Single Audit Report on Federal Awards for the Fiscal Year Ended June 30, 2015. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016 **AGENDA ITEM NO.**

ITEM TITLE:

City of National City Single Audit Report on Federal Awards for the Fiscal Year Ended June 30, 2015.

PREPARED BY: Javier Carcamo, Financial Services Officer **DEPARTMENT:** Finance

PHONE: (619) 336-4331 **APPROVED BY:** Mark Raliuto

EXPLANATION:

Transmitted herewith is the City of National City's Single Audit Report on Federal Awards for the fiscal year ended June 30, 2015, prepared by the City's external auditors, Pun & McGeady, LLP

The report includes all agencies under the control of the City Council.

The auditors have conducted their examination of the financial statements in accordance with generally accepted auditing standards and expressed an unmodified ("clean") opinion of those statements.

FINANCIAL STATEMENT: **APPROVED:** Mark Raliuto **Finance**

ACCOUNT NO. **APPROVED:** _____ **MIS**

NA

ENVIRONMENTAL REVIEW:

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

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

STAFF RECOMMENDATION:

Accept and file the City of National City's Single Audit Report on Federal Awards for the Fiscal Year ended June 30, 2015.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

The Single Audit Report on Federal Awards for the Fiscal Year Ended June 30, 2015 is available on the City's website. Hard copies are available in the City Clerk's Office and the City Library.

The following page(s) contain the backup material for Agenda Item: Staff report on beekeeping and seeking direction from the City Council regarding a potential Ordinance to allow the keeping of bees in the City. (Planning/City Attorney)

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: March 15, 2016

AGENDA ITEM NO.

ITEM TITLE:

Staff report on beekeeping and seeking direction from the City Council regarding a potential Ordinance to allow the keeping of bees in the City. (Applicant City-Initiated) (Case File 2016-05 A)

PREPARED BY: Martin Reeder, AICP

DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY:

EXPLANATION:

At a recent City Council meeting, staff was asked to look into potentially allowing beekeeping within the City and report back on the matter. The attached background report provides information related to the topic, including other San Diego County jurisdiction regulations, and possible Municipal Code changes. Staff is seeking direction from the Council on whether they wish to regulate the keeping of bees in the City.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per CEQA

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

STAFF RECOMMENDATION:

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Background report

BACKGROUND REPORT

Overview

The City Council has asked staff to look into potentially allowing beekeeping within the city. Beekeeping is currently prohibited by Section 10.18.010 of the Municipal Code ("It is declared to be unlawful for any person hereafter to keep or maintain any bees or hive of or for bees, or any apiary within the territorial limits of the city"). This prohibition has been in existence since 1950. The keeping of animals in general is regulated by Chapter 8.32, which lists the allowed and prohibited animals that can be kept in the City. "Animal Husbandry" is permitted by right in the Institutional zone and subject to a Conditional Use Permit (CUP) in the RS-1 (Large Lot Residential) zone. It is unknown why the City prohibited beekeeping in 1950.

Process

If the City Council seeks to allow for the keeping of bees in the City, two Code sections need to be amended or modified. First, Chapter 10.18 – Beekeeping – would need to be repealed in order to remove the current prohibition on beekeeping. Second, Chapter 8.32 – Keeping of Birds and Animals – would need to be amended to add bees as an animal permitted to be kept in the City. This would allow for bees on properties where animal husbandry is permitted.

As mentioned above, animal husbandry is already conditionally-allowed in the RS-1 zone, which has a minimum lot size of 10,000 square feet – the largest lot size requirement for residential zones in the City. Animal Husbandry is defined as follows:

> "Animal Husbandry is the care and breeding of domestic agricultural animals such as chickens and other fowl and horses."

Bees are traditionally considered part of agricultural food production (eggs, dairy, meat, and honey). Beekeeping can either be a business (e.g. honey production) or for pollination purposes, both of which are consistent with agricultural uses and animal husbandry in general. Therefore, no changes are necessary to Title 18 (Zoning).

Other Jurisdictions

Of the 19 jurisdictions in San Diego County, nine allow beekeeping (Carlsbad, Chula Vista, Del Mar, Escondido, La Mesa, Lemon Grove, San Diego, Vista, and the County of San Diego). Regulations on beekeeping generally require distances between hives/apiaries and streets or residences and a permit of some sort. Of the remaining 10 jurisdictions, two specifically prohibit beekeeping (National City and Solana Beach).

An amendment to the Municipal Code requires action by the City Council. As a zoning amendment (Title 18) would not be needed to allow for bees, the Municipal Code amendments would not go before other boards or commissions. (No Planning Commission recommendation or public hearing is required). Therefore, if the Council wishes to adopt an Ordinance allowing and regulating the keeping of bees, they can direct staff to bring back such an Ordinance.

Olivewood Gardens and Learning Center has contacted staff and expressed their support for beekeeping in the City, particularly with regard to pollination opportunities, which are key to urban agriculture. Olivewood Gardens are not necessarily proposing to keep bees on their property, but are in favor of allowing for bees as pollinators for residents in the City. However, if Chapter 8.32 were amended to allow bees, Olivewood Gardens would be permitted to keep bees by right, as they are located in the Institutional zone.

Summary

Beekeeping is currently prohibited by the Municipal Code. The Council has asked staff to provide information on allowing the keeping of bees in the City. The current prohibition was enacted in 1950, and likely did not consider the importance of pollination and urban agriculture in today's built-up environment.

Options

1. Direct staff to return with an Ordinance repealing Section 10.18.010 of the Municipal Code prohibiting beekeeping, and amending Chapter 8.32 of the Municipal Code to allow for the keeping of bees in the City.

2. File the report.