



CITY OF NATIONAL CITY

Request for Proposals

Comprehensive User Fee Study, Full Cost Allocation Plan And Internal Service Fund Allocation Study

Date Issued: November 2, 2016

Date Due: December 14, 2016

CITY OF NATIONAL CITY

RFP for Comprehensive Fee Study and Full Cost Allocation Plan

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I. PROJECT OVERVIEW

The City of National City (“the City”) is requesting proposals from qualified consulting firms (“Consultants”) for a Comprehensive User Fee Study, Full Cost Allocation Plan, and Internal Service Fund Allocation Study. There is a separate scope of work for each of the three projects and a separate cost proposal should be submitted for each.

II. GENERAL REQUIREMENTS AND INFORMATION

For a Consultant to be considered, the City must receive four (4) bound copies, one unbound copy and single PDF and Word files by 4:00 p.m. on December 14, 2016, at the following address:

Office of the City Clerk
City of National City
1243 National City Boulevard
National City, CA 91950
Michael Dalla, City Clerk
mdalla@nationalcityca.gov

All proposals must be clearly marked: “Sealed Proposal – Comprehensive User Fee Study, Full Cost Allocation Plan, and Internal Service Fund Allocation Study.”

There is no express or implied obligation for the City to reimburse responding Consultants for any expenses incurred in preparing proposals in response to this request.

The City reserves the right to retain all proposals submitted, and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Consultants of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the Consultants selected.

III. PROJECT BACKGROUND AND THE CITY

Incorporated in 1887, National City, California is a city of approximately 60,000 residents bordered to the north and east by the City of San Diego, to the south by the City of Chula Vista, and to the west by the San Diego Bay. It is eight miles north of the US-Mexico border. The City’s competitive edge is its central location, transportation network, and business industry.

The City operates under a Council/Manager form of government. A Council of five members, including a Mayor, is elected at large for terms of four years each. The citizens of National City also elect the City Treasurer and the City Clerk. The City is currently organized into 11 departments consisting of the City Council, City Manager’s Office, City

Clerk, City Attorney, City Treasurer, Police Department, Emergency Services (includes Fire Operations), Engineering and Public Works, Administrative Services (includes Finance, Management Information System, Risk Management and Human Resources), Community Development (includes Library, Planning, Neighborhood Services, and Community Services), and Housing, Grants, & Asset Management. The City operates the wastewater system as a special revenue fund to account for the collection of sewer connection fees, and charges are collected through property taxes.

The City Adopted Budget for Fiscal Year 2017 is \$89.9 million for all funds and \$51.2 million for the General Fund.

The most recent Comprehensive User Fee Study was completed in June 2008 by Maximus, and the fees have not been updated since then. The current Full Cost Allocation Plan including the OMB A-87 version of the Cost Allocation Plan was prepared by NBS in April, 2013.

Project Background

The purpose of this project is to ensure that the City is utilizing comprehensive overhead rates and accurately accounting for the full cost of providing various programs and services within City operations. In addition, it is the City's goal to have a well-documented and defensible cost allocation plan that will incorporate appropriate general and administrative cost allocations into the budget; identify overhead rates that can be used in the calculation of billable hourly rates for grants, fees, federal reimbursements, and other billings. Lastly, the City would like to adopt an updated fee schedule that complies with Proposition 26 that does not exceed the reasonable cost of providing the benefit, service, or product; granting the privilege; or, to recover the reasonable costs for issuing permits, performing investigations, inspections, audits, and the administrative enforcement of regulations.

IV. PROJECT SCOPE OF WORK

A. Project Scope – Full Cost Allocation Plan

Project tasks shall include, but are not necessarily limited to, the following. If the Consultant feels that additional tasks are warranted, they must be clearly identified in the Consultant's proposal.

1. Work with selected City staff to define the purpose, uses, and goals for a full cost allocation plan, ensuring that the development of the plan will be both accurate and appropriate for the City's current needs.
2. Meet with staff and conduct interviews as needed to gain an understanding of the City's practices and operations. This includes where certain services/functions are performed together/shared through cooperation between different departments. Costs should be

- identified so that they can be allocated to/tracked by the appropriate department, i.e. fire, public works, permit services.
3. Develop a Full Cost Allocation Model using FY 2016 budget and/or actual data for calculating the full costs of providing each City service. The requirements of the model shall allow for:
 - A. Additions, revisions or removal of direct and overhead costs so that the cost allocation plan can be easily adapted to a range of activities both simple and complex.
 - B. The ability of the City to continuously update the model and overhead cost allocation plan easily from year to year as the organization structure changes and/or the cost structures changes. Consultant to provide the necessary training and instruction materials to City staff on how to continuously update the model and overhead cost allocation plan.
 - C. The addition of hypothetical service area information for future service enhancements, and the ability to calculate the estimated costs of providing the service under consideration.
 - D. Calculate a citywide overhead rate and an overhead rate for each department that can be updated annually.
 4. Super Circular 2 CFR part 200 Cost Allocation Plan – The project tasks for this portion should be similar to the scope of work above for the Full Cost Allocation Model, however unallowable costs will be removed to comply with federal requirements under and as referenced in Super Circular 2 CFR part 200 and any recent changes in federal regulations.
 - A. A methodology appropriate for the calculation and allocation of an overhead cost rate complying with Super Circular 2 CFR part 200.
 - B. A study of each program with overhead costs that are borne in whole or in part by the General Fund and that can receive overhead cost reimbursement from State or Federal governments and/or other sources.

Please identify the cost of this Super Circular 2 CFR part 200 Cost Study item as a separate component of the full cost plan scope of work.

5. Software Application For Cost Allocation Plan – The City desires a software application program which would enable staff to add, delete, or update the final cost allocation plan as needed. In addition, consultants would provide the necessary training on the software program to selected staff in the Finance Department and Permit Center. Please identify the cost of this item as a separate component of the full cost plan scope of work.

6. Assist the Department of Finance in presenting the draft cost allocation plan to City's management group and City Council. It is expected that comments and concerns will be collected during the draft presentation phase for inclusion in a final cost allocation plan and model.
7. Provide the City with an electronic copy of the final comprehensive review, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate changes in the organization or changes in costs.
8. Prepare a final plan and provide four (4) bound copies, one unbound copy and single PDF and Word files of the plan that can be made available to City staff. Any Full Cost Allocation Model revisions developed shall also be made available to the City electronically, providing the ability to add or delete and/or update information as needed.
9. Consult with City staff should the need arise to defend the cost allocation plan as a result of audits or other challenges.

B. Project Scope – Comprehensive User Fee Study

Project tasks shall include, but are not necessarily limited to, the following. If the Consultant feels that additional tasks are warranted, they must be clearly identified in the Consultant's proposal.

1. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's Comprehensive Fee Study to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the Study.
2. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations. Conduct a comprehensive review of the City's existing fees. This is including but not limited to the following: permits including but not limited to building permit, encroachment permit, grading permit, post-construction best management practice conformance (storm water) permits, licenses, planning fees, building fees including inspection, public works/engineering fees including basic site and public right of way inspection and yearly storm water permit compliance data base management and inspection fees, parks and recreation fees, code enforcement compliance fees, mobile vendor permit fees and miscellaneous and administrative fees. The above list of permits and fees is not all inclusive, and may contain outdated and no longer applicable fees and/or permits. The study shall include both fees for work leading to the establishment/issuance of permits and any ongoing yearly maintenance/enforcement costs post-issuance.
3. Identify the total cost of providing each City service and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities. This shall also include costs for technology

- upgrades required to bring levels of technology within the City on a par with similarly sized cities. This can take the form of a technology surcharge as is currently charged by Permit Services on all building permits for the purpose of upgrading and maintaining technology such as computers, printers, software and appurtenances.
4. Compare service costs with existing recovery levels. This should include any service areas where the City is currently charging for services as well as areas where the City, perhaps, should charge in light of the City's practices, or the practices of similar or neighboring cities. Include (as allowed by statutes/laws/rules/regulations) practices for deferral and/or forgiveness of fees and/or substitution of public services/facilities in lieu of fees for privately funded and City projects with public benefit. Include a comparison of current City practices and similar practices of similar or neighboring cities to determine whether the City should charge less than the actual reasonable cost of fees.
 5. Recommend appropriate fees and charges based on your analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic (e.g. youth recreation, senior services). Consider the cost of pre-application and post-application meetings to mitigate project problems, assist project proponents to prepare the application, emergency response cost recovery such as inspection costs after fires and/or acts of god and how those costs can be recovered, either on a permit specific basis or as an overall percentage applied to permit fees.
 6. Prepare a report that identifies each service, its full cost, recommended and current cost recovery levels. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service; and provide a model for adjusting these fees for the City's current and future needs.
 7. Prepare a report that identifies the present scope performed under the fee, the proposed scope performed under the recommended fee, present fees, recommended fees (state the exemption under Prop 26 in which they fall), percentage change, cost recovery percentage, revenue impact and fee comparison with other San Diego County cities or other California cities that are comparable to National City. A survey comparison of fees with similar cities is for information only.
 8. Report on other matters that come to your attention in the course of your evaluation that in your professional opinion the City should consider.
 9. Prepare and deliver presentations to City's management group and the City Council to facilitate their understanding of the plan and its implications for the City and make necessary adjustments as requested.
 10. Provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation in a format that can be edited and updated by

- City staff to accommodate changes in the organization or changes in costs. Develop a model for adjusting fees to include the addition of hypothetical service area information for future services enhancements, and the ability to calculate the estimated costs of providing the service under consideration (scenario and “what if” analyses).
11. Provide on-site training to enable staff to update fees on an annual basis.
 12. Prepare a final fee study report and provide four (4) bound copies, one unbound copy and a single PDF file of the plan that can be made available to City staff. Any Master fee schedule revisions developed shall also be made available to the City electronically, providing the ability to add or delete and/or update information as needed.
 13. Consult with City staff should it become necessary to defend the City’s User Fees as a result of any legal or other challenge.

C. Project Scope – Internal Service Funds Allocation Study

Consultant shall evaluate and prepare a methodology for allocation of internal service fund charges. The City’s internal service funds are as follows:

- Facilities Maintenance Fund
- Liability Insurance Maintenance Fund
- Information Systems Maintenance Fund
- Vehicle Maintenance Fund

Project tasks shall include, but not be limited to, the following items. If the Consultant feels that additional tasks are warranted, they must be clearly identified in the Consultant’s proposal.

- A. Work with selected City staff to develop charges to fully fund various internal service funds, ensuring the development of the plan will be both accurate and appropriate for the City’s current needs.
- B. Develop a model for each internal service fund allocation and provide for the ability of the City to continuously update the model from year-to-year as the organizational structure changes and/or the cost structures change.

City’s Responsibilities

City Staff will provide the Consultant with all relevant information it has pertaining to the City’s operations including operating and capital budgets, the existing cost allocation plan, and current fee schedules and related documents.

V. PROJECT CONTACT

Questions about the project may be directed to:

Mark Roberts
Director of Finance
City of National City
1243 National City Boulevard
National City CA, 91950
Email: Finance@NationalCityCA.gov

VI. TIME REQUIREMENTS

The following is a tentative time schedule related to the requested fee studies:

- | | |
|---|--------------------------------------|
| 1. Release of Request for Proposal | November 2, 2016 |
| 2. Request for Proposal written questions | November 16, 2016 |
| 3. Request for Proposal answers available on City Website | November 23, 2016 |
| 4. Request for Proposal due date | December 14, 2016 |
| 5. City review of proposals | December 15, 2016 – January 12, 2017 |
| 6. Interview of selected firms (if necessary) | January 16 – January 27, 2017 |
| 7. Selected firm notification | January 30, 2017 |
| 8. Agreement Development | January 30 – February 8, 2017 |
| 9. Presentation to City Council for Approval | March 7, 2017 |
| 10. Contracted award begins | March 8, 2017 |

VII. PROPOSAL REQUIREMENTS

The Proposal should include the minimum information requested below in the order listed. Additional information, if provided, should be separately identified in the proposal.

Section One – Transmittal Letter

- A cover letter signed by an official authorized to solicit business and enter into contracts for the Consultant. The cover letter should include the name, address, email address, and phone number of contact person. Provide a description of your firm,

including the size (number of employees), number of years in business and areas of specialization.

Section Two – Experience and Qualifications

- A description summarizing the Consultant’s experience over the past five years in performing similar services to municipal government clients.
- A statement identifying the consultants assigned to this project. Please identify key staff and their qualifications (attach resumes as appropriate).
- The firm’s ability to produce the required product in a timely fashion and the ability to present any necessary reports or studies to elected officials and/or the general public.

Section Three – Outline Strategies and Options

- Outline methodology, planning and design strategies that will result in the development of recommendations that are practical to the City, meaning that the recommendations must not exceed the City’s ability to implement and properly utilize. Provide detailed information on methodology and tools used to meet the needs of the City’s request.
- Consultants should describe their technical approach to the work, and should list specific tasks necessary to fulfill the project requirements. Consultants are encouraged to amplify the scope of service, and to identify any supplemental tasks necessary or recommend any alternatives that may enhance the project or reduces its costs.

Section Four – References

- Provide references from five different clients. Include the name, email address and telephone number for a contact person from each reference. It is preferred that this list includes organizations for which your firm has performed similar services as outlined in this RFP. It is also preferred that this list include municipal government agencies of the approximate size of the City.

Section Five – Estimated Project Timeline and Pricing

- Provide an estimated project timeline required to complete the comprehensive user fee study, full cost allocation plan, and internal service funds allocation study. Provide pricing estimates that include planning, development, and implementation services.
- Project budgets should include:
 - i. A project schedule for each study with activities, milestones, and deliverables, and

- ii. Separate project budgets for the comprehensive user fee study, Full Cost Allocation Plan and the internal service funds allocation study as defined in the scope of work, at minimum, as follows:
 - o By task with a collective total by milestone and deliverable,
 - o Labor rates for all project team members,
 - o General overhead rates, and
 - o Costs for expenses such as printing, travel and attendance at meetings if applicable.
- The consultant shall present a specific “not to exceed” fixed fee, including associated fees (i.e., printing costs, attendance at meetings, travel). A requested payment schedule should accompany the work schedule. Each phase of work should have an itemized budget including labor costs and expenses for each piece of work. The proposal should include staff hourly rates.

Rights to Submitted Materials

All Proposals and related correspondence, reports, charges, schedules, exhibits and other documentation submitted with this RFP will become property of the City and a matter of public record. All documents submitted in response to this request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to these disclosure requirements. Budgets and cost proposals submitted by Consultants shall not be considered confidential or proprietary and may be subject to disclosure.

Changes to RFP

The City will post any changes to this RFP on the City’s website. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.

City Agreement and Insurance Requirements

Once selected, the Consultant must procure and maintain insurance in accordance with the City’s insurance requirements (see sample “Professional Services Agreement”) for the duration of the contract. The cost of this insurance is the Consultant’s responsibility.

All proposal responses must be received by **4:00 pm on Thursday, December 14, 2016**, for a Consultant to be considered.

VIII. SELECTION CRITERIA

Proposals may be evaluated based upon, but not limited to, the following criteria in priority order:

- Firm expertise and competence including experience with similar projects
- Professional qualifications and experience of the key personnel assigned to the project

- Time required to accomplish the requested services
- References
- Ability to work effectively with City staff and representatives
- Proposed cost

The City retains sole discretion to evaluate proposals and may make an award to the consultant the City deems to have the most responsive proposal. Receipt of proposals in response to its RFP does not obligate the City in any way to engage any consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with a consultant, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate any and all final terms and conditions including length, scope of services, and compensation of any agreements entered into. The City reserves the right to bifurcate this RFP, if necessary.

IX. DECLARATIONS AND ADDITIONAL INFORMATION

The City of National City Rights Regarding this Invitation

The City reserves the right to reject all submittals for any reason without indicating reasons for said rejection. The City does not accept any financial responsibility for any costs incurred by respondent. Issuance of this Request for Qualifications does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services.

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

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

Acknowledgement of Amendments

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

Additional Information

Respondents/firms are cautioned that any oral statements made that materially change any portion of this RFP are not valid unless subsequently ratified by a formal written amendment

to this RFP. No technical questions that may materially change any portion of this RFP will be accepted during the seven (7) calendar days prior to the time and date set for receipt of proposals.

Nonconforming Terms and Conditions

Any proposal that includes terms and conditions that do not conform to the terms and conditions of this RFP is subject to rejection as non-responsive. The City reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its proposal prior to action by the City Council to award a contract.

Late Submissions

The City is not responsible for Proposals which are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City. Any late or incomplete Proposals may not be considered.

A. Alternative Proposals

Only one final proposal is to be submitted by each consultant. Submission of multiple proposals may result in rejection of all proposals submitted by the respondent.

B. No Exceptions

Submission of a proposal constitutes acceptance by the respondent of the conditions contained in this RFP and the professional services agreement, should the respondent be selected.

Right to Cancel

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

Variations in Scope of Work

The City may materially change the scope of services by way of written amendment to this RFP, signed by the City Clerk. Such changes may include additions, deletions, or other revisions within the general scope of RFP requirements. The City may waive the written requirement for a variation in the scope of services if, in the opinion of the City, such variation does not materially change the item or its performance within parameters acceptable to the City.

Applicable Laws

The contracts awarded shall be governed in all respect by the laws of the State of California, and any litigation related to the contract or this RFP shall be brought in the State of

California, with a venue of the San Diego Superior Courts. The firm(s) awarded the contracts shall comply with all applicable Federal, State, and local laws and regulations.

Public Information

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

Compensation

The respondent agrees, if selected, that compensation shall remain firm and fixed throughout the terms of the contracts.

Contract for Professional Services

The selected firm will be required to enter into the City's Standard Professional Services Agreement (Exhibit "A" attached), in substantially similar form, and to provide all other required certifications and documentation within fifteen (15) calendar days of notification of selection. The Standard Professional Services Agreement is subject to change at the discretion of the City.

Insurance Requirements

All required insurance shall be submitted within fifteen (15) days of notice of selection and prior to the commencement of any work. Failure to provide the insurance certificates within this time frame shall be cause for the proposal to be rejected as non-responsive. The entity/organization selected shall maintain insurance in full force and effect during the entire period of performance under the contract(s). Failure to do so shall be cause for termination of the contract(s).

All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is cancelled.

At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending on the assessment of risk, the entity/organization's past experience, and the availability and affordability of increased liability insurance coverage.

Any aggregate insurance limits must apply solely to this contract. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, then the entity/organization shall maintain such insurance coverage for three years after the expiration of the term (and any extensions) of the contract.

Independent Contractor Status

The respondent agrees, if selected, that he or she shall perform the services as independent contractor(s) and not employee(s) of the City. The City shall not be considered the employer of respondent. The respondent understands, if selected, the respondent shall have the sole

responsibility for deciding the manner and means of providing the services, except as outlined in the final agreement and its attachments or exhibits.

Indemnification

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

Examination of Solicitation

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

**EXHIBIT “A”
SAMPLE AGREEMENT**

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
(Full *legal* company name.
If corporation, include “Inc.” in name.)**

THIS AGREEMENT is entered into on this _____ day of _____, 20____, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and _____, a _____ (*full legal company name and company type, i.e., corporation, partnership, sole proprietor, etc.*) (the “CONSULTANT”).

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide _____ (*description of services*).

WHEREAS, the CITY has determined that the CONSULTANT is a (*type of business*) 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.** This Agreement will become effective on [*date*]. The duration of this Agreement is for the period of _____ through _____. Completion dates or time durations for specific portions of the Project are set forth in Exhibit “_____”.

3. **SCOPE OF SERVICES.** The CONSULTANT shall [*general description of work to be performed*]. The CONSULTANT will perform services as set forth in the attached Exhibit “_____”.

The CONSULTANT 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 CONSULTANT shall appear at meetings specified in Exhibit “___” to keep staff and City Council advised of the progress on the Project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services, not to exceed a factor of ___% from the base amount.

4. **PROJECT COORDINATION AND SUPERVISION.** _____ 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. _____ thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit “___” shall not exceed the schedule given in Exhibit “___” (the Base amount) without prior written authorization from the CITY. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit “___”, as determined by the CITY.

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

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the

CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

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** 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 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. 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 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, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT 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 CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

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.

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: (Insert name)
 (Insert title)
 (Insert department)
 City of National City
 1243 National City Boulevard
 National City, CA 91950-4301

To CONSULTANT:
 (Insert name)
 (Insert title)
 (Company name)
 (Address)

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.

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

CITY OF NATIONAL CITY

By: _____
Ron Morrison, Mayor

APPROVED AS TO FORM:

George H. Eiser, III
Interim City Attorney

CONSULTANT'S FULL LEGAL NAME

(Corporation – signatures of two corporate officers required)
(Partnership – one signature)
(Sole proprietorship – one signature)

By: _____
(Name)

(Print)

(Title)

By: _____
(Name)

(Print)

(Title)

City of National City

2008 User Fee Schedule

Fee Number	Fee Name	Fee
Building MEPs		
ADMINISTRATIVE FEES		
BD 1	Travel and Documentation (standard) (2 trips)	\$89.00
BD 2	Travel and Documentation (each additional trip)	\$59.00
BD 3	Permit Issuance	\$59.00
BD 4	Construction & Demolition Admin Fee	\$118.00
MECHANICAL PERMIT FEES		
Stand Alone Mechanical Plan Check (subject to hourly rate)		
BD 5	A/ C (Residential)	\$29.00
BD 6	Furnaces (F. A. U., Floor)	\$29.00
BD 7	Heater (Wall)	\$29.00
BD 8	Appliance Vent / Chimney (Only)	\$19.00
BD 9	Refridgeration Compressor	\$59.00
BD 10	Boiler	\$59.00
BD 11	Chiller	\$59.00
BD 12	Heat Pump (Package Unit)	\$29.00
BD 13	Heater (Unit, Radiant, etc.)	\$29.00
BD 14	Air Handler	\$29.00
BD 15	Duct Work only	\$59.00
BD 16	Evaporative Cooler	\$29.00
BD 17	Make- up Air System	\$59.00
BD 18	Moisture Exhaust Duct (Clothes Dryer)	\$9.00
BD 19	Vent Fan (Single Duct)	\$9.00
BD 20	Vent System	\$29.00
BD 21	Exhaust Hood and Duct (Residential)	\$29.00
BD 22	Exhaust Hood - Type I (Commercial Grease Hood)	\$59.00
BD 23	Exhaust Hood - Type II (Commercial Steam Hood)	\$59.00
BD 24	Non- Residential Incinerator	\$59.00
BD 25	Refrigerator Condenser Remote	\$59.00
BD 26	Walk- in Box / Refrigerator Coil	\$59.00

ELECTRICAL PERMIT FEES

Stand Alone Electrical Plan Check (subject to hourly rate)

	New Multi-Family	
BD 27	Single Phase Service (per 100 amps)	\$39.00
BD 28	Three Phase Service (per 100 amps)	\$59.00
	All Other Types of Construction	
BD 29	15 or 20 amp - First 10 circuits (each)	\$19.00
BD 30	15 or 20 amp - next 90 circuits (each)	\$9.00
BD 31	15 or 20 amp - over 100 circuits (each)	\$5.00
BD 32	25 to 40 amp circuits (each)	\$29.00
BD 33	50 to 175 amp circuits (each)	\$39.00
BD 34	200 amp and larger circuits (each)	\$49.00
BD 35	Temporary Service (each)	\$29.00
BD 36	Temporary Pole (each)	\$29.00
BD 37	Pre- Inspection (per hour)	\$118.00
BD 38	Generator Installation (per kW)	\$29.00

PLUMBING PERMIT FEES

Stand Alone Plumbing Plan Check (subject to hourly rate)

BD 39	Fixtures (each)	\$9.00
BD 40	Gas System (First Outlet)	\$19.00
BD 41	Gas Outlets (Each Additional)	\$9.00
BD 42	Building Sewer	\$29.00
BD 43	Grease Trap	\$29.00
BD 44	Backflow Preventer More than 5	\$19.00
BD 45	Backflow Preventer - each additional	\$4.00
BD 46	Roof Drain - Rainwater System	\$59.00
BD 47	Water Heater (First Heater)	\$29.00
BD 48	Water Heater (Each Additional Heater)	\$19.00
BD 49	Water Pipe Repair / Replacement	\$19.00
BD 50	Drain- Vent Repair / Alterations	\$19.00
BD 51	Drinking Fountain	\$29.00
BD 52	Solar Water System Fixtures (solar panels, tanks, water treat)	\$59.00
BD 53	Graywater Systems (per hour)	\$118.00
BD 54	Medical Gas System (Each Outlet)	\$9.00

Fee Number	Building Misc Fee Name	Fee
BD 55	Abandoned Building Inspection Fee	\$178.00
BD 56	Activity Permits	
BD 57	Special Use Permit	\$350.00
BD 58	Temporary Use Permit, Type A	\$237.00
BD 59	Temporary Use Permit, Type B	\$110.00
	Antenna— Telecom Facility	
BD 60	Equipment Container	\$653.00
BD 61	Cellular/ Mobile Phone, free- standing	\$475.00
BD 62	Cellular/ Mobile Phone, co- location	\$415.00
BD 63	Appeal of Abatement Notice	\$475.00
BD 64	Awning/ Canopy (supported by building)	\$296.00
BD 65	Balcony Addition	\$475.00
BD 66	Building Moving Application Fee	\$831.00
BD 67	Carport	\$415.00
BD 68	Change of Occupancy	\$623.00
BD 69	Close Existing Openings	\$237.00
BD 70	Compliance Inspections/ Reinspections	\$237.00
BD 71	Condo Conversion	\$475.00
BD 72	Covered Porch	\$593.00
BD 73	Deck (wood)	\$534.00
BD 74	Demolition— Residential Partial Demo (flat fee)	\$100.00
BD 75	Demolition— Residential	\$178.00
BD 76	Demolition— MultiFamily/ Commercial	\$296.00
BD 77	Document Research Fee	\$59.00
BD 78	Door— New	\$475.00
BD 79	Drywall	\$118.00
	Fence or Freestanding Wall (non- masonry)	
BD 80	>6 feet in height	\$267.00
BD 81	Each additional 100 lf	\$29.00
	Fence or Freestanding Wall (masonry)	
BD 82	>6 feet in height	\$356.00
BD 83	Each additional 100 lf	\$59.00
	Fireplace	
BD 84	Masonry	\$267.00
BD 85	Pre- Fabricated/ Metal	\$207.00
BD 86	Flag pole (over 30 feet in height)	\$296.00
	Garage (Residential)	
BD 87	Attached	\$415.00
BD 88	Detached	\$415.00
BD 89	Greenhouse (non- commercial)	\$415.00
	Housing Inspection Fees	
BD 90	1- 3 Units	\$118.00
BD 91	4- 10 Units	\$148.00
BD 92	11- 15 Units	\$207.00
BD 93	each add/ l 15 Units	\$89.00
BD 94	Insulation	\$296.00
BD 95	Lighting pole	\$296.00
BD 96	each add'l pole	\$59.00
BD 97	Mobile Home	\$534.00
BD 98	Mobile Home, double wide	\$593.00

BD 99	Partition— Commercial, Interior (up to 30 l. f.)	\$168.00
BD 100	Additional partition	\$9.00
BD 101	Partition— Residential, Interior (up to 30 l. f.)	\$168.00
BD 102	Additional partition	\$9.00
BD 103	Patio Cover	\$475.00
BD 104	Wood frame	\$475.00
BD 105	Wood frame (with Calcs)	\$593.00
BD 106	Metal frame	\$475.00
BD 107	Photovoltaic System	\$415.00
	 Pile Foundation	
BD 108	Cast in Place Concrete (first 10 piles)	\$475.00
BD 109	Additional Piles (increments of 10)	\$178.00
BD 110	Driven (steel, pre- stressed concrete)	\$534.00
BD 111	Additional Piles (increments of 10)	\$237.00
BD 112	Pre- Plan Check Appointments (first hour)	\$118.00
BD 113	Pre- Plan Check Appt (each add'l 1/ 2 hour)	\$59.00
	Remodel— Residential	
BD 114	500 sf Single Story	\$593.00
BD 115	Additional Remodel	\$29.00
	Re- roof	
BD 116	Tile/ Shake - first 500 sf	\$415.00
BD 117	Each additional 100 sf	\$9.00
BD 118	Comp/ Metal - first 500 sf	\$415.00
BD 119	Each additional 100 sf	\$9.00
BD 120	Roof Structure Replacement	\$534.00
BD 121	Each additional 100 sf	\$48.00
BD 122	Residential Re- Plumb (Flat Rate)	\$207.00
BD 123	Residential Re- Wire (Flat Rate)	\$207.00
	Room Addition— First Story	
BD 124	Up to 500 sf	\$712.00
BD 125	Each addition per 100sq ft	\$28.00
BD 126	Up to 500 sf (w/ Calcs)	\$890.00
BD 127	Each addition per 100sq ft	\$38.00
	Room Addition— Multi- story	
BD 128	Up to 500 sf	\$950.00
BD 129	Each addition per 100sq ft	\$28.00
BD 130	Up to 500 sf (with Calcs)	\$1,128.00
BD 131	Each addition per 100sq ft	\$38.00
BD 132	Sauna— steam	\$207.00
BD 133	Siding	\$178.00
BD 134	Additional siding	\$19.00
	Signs	
BD 135	Pole Sign, non- electric	\$296.00
BD 136	Pole Sign, Electric	\$326.00
BD 137	Wall/ Awning Sign, Non- Electric	\$207.00
BD 138	Wall, Electric	\$296.00
BD 139	Skylight	\$207.00
BD 140	Spa or Hot Tub (Pre- fabricated)	\$178.00
BD 141	Stairs— First Flight	\$178.00
BD 142	Each additional flight	\$29.00

BD 143	Storage Racks	
BD 144	over 8' high (up to 100 lf)	\$268.00
BD 145	each additional 100 lf	\$29.00
BD 146	Stucco Applications	\$237.00
BD 147	Additional Stucco Application	\$29.00
	Swimming Pool/ Spa	
BD 148	Gunite Master Plan Coord - Prod. Unit	\$475.00
BD 149	Each Additional 100 s. f.	\$39.00
BD 150	Commercial Gunite pool (up to 800 sf)	\$564.00
BD 151	Commercial Each Add'l 100 s. f.	\$39.00
	Window or Sliding Glass Door	
BD 152	New Window (non structural)	\$168.00
BD 153	New window (structural)	\$255.00
BD 154	each additional non- structural window	\$27.00
BD 155	each additional structural window	\$27.00
	OTHER MISCELLANEOUS FEES:	
BD 156	Standard Hourly Rate	\$118.00
BD 157	Research (per 1/2 hour)	\$59.00
BD 158	Supplemental Plan Check Fee	\$118.00
BD 159	Supplemental Inspection Fee	\$118.00
BD 160	Emergency (Non- Scheduled) Call- Out Fee	\$475.00
BD 161	After Hours (Scheduled) Call- Out Fee	\$237.00
BD 162	Each additional hour	\$118.00
BD 163	*PRA / Copies	Subject to City Copy Fee (see Clerk's schedule)

Fee Number	ENGINEERING Fee Name	Fee
EN 1	Record of Survey	\$796.00
EN 2	Encroachment Agreement	\$490.00
EN 3	Special Driveway Permit	\$368.00
EN 4	Easement Check	\$796.00
EN 5	Lot Line Adjustment	\$1,259.00
EN 6	Sidewalk, Driveway, Curb Permit	\$297.00
EN 7	Deferral	\$670.00
EN 8	Sewer Permit	\$381.00
EN 9	Flood Hazard Area Permit	\$201.00
EN 10	Construction Permit	\$396.00
EN 11	Annual Parking District Renewal	\$35.00
EN 12	Traffic Impact Study Review <3000 vehicles	\$3,416.00
EN 13	Traffic Impact Study Review >3000 vehicles	\$6,833.00
EN 14	Plan Copy Service	\$21.00
EN 15	Engineering Compliance Fee	\$553.00
EN 16	Investigation Fee	\$170.00
EN 17	Utility Company Permit Fee	\$512.00
EN 18	Traffic Control Plan Check	\$476.00
EN 19	*PRA / Copies	Subject to City Copy Fee (see Clerk's schedule)

Fee Number	FIRE Fee Name	Fee
FD 1	FD Pln Chk Fire Sprinkler Improvement < 20000 sq ft	\$700.00
FD 2	Fire Sprinkler Improvement 20001 - 45000 sq ft	\$900.00
FD 3	Fire Sprinkler Improvement 45001 - 80000 sq ft	\$1,300.00
FD 4	Fire Sprinkler Improvement 80001 - 100000 sq ft	\$1,800.00
FD 5	Fire Sprinkler Improvement 100001+	\$2,500.00
FD 6	Fire Sprinkler New < 20000 sq ft	\$995.00
FD 7	Fire Sprinkler New 20001 - 45000 sq ft	\$1,004.00
FD 8	Fire Sprinkler New 45001 - 80000 sq ft	\$1,807.00
FD 9	Fire Sprinkler New 80001 - 100000 sq ft	\$2,510.00
FD 10	Fire Sprinkler New 100001+	\$3,213.00
FD 11	Fire Alarm New < 20000 sq ft	\$800.00
FD 12	Fire Alarm New 20001 - 45000 sq ft	\$1,000.00
FD 13	Fire Alarm New 45001 - 80000 sq ft	\$1,300.00
FD 14	Fire Alarm New 80001 - 100000 sq ft	\$1,500.00
FD 15	Fire Alarm New 100001+	\$2,000.00
FD 16	Fire Protection Systems	\$703.00
FD 17	FD TUP Canopy 0-400 sq ft	\$0.00
FD 18	Canopy 401-500 sq ft	\$250.00
FD 19	Canopy 501-600 sq ft	\$300.00
FD 20	Canopy 601-700 sq ft	\$350.00
FD 21	Canopy 700+	\$400.00
FD 22	Hydrant	\$100.00
FD 23	Tent 0-200 sq ft	\$200.00
FD 24	Tent 201+ sq ft	\$400.00
FD 25	Candles Open Flame Assembly Area	\$100.00
FD 26	Hot Work	\$500.00
FD 27	Carnivals and Fairs	\$500.00
FD 28	Install Tank Aboveground	\$1,004.00
FD 29	Tank Underground	\$1,004.00
FD 30	Removal Tank Aboveground	\$703.00
FD 31	Tank Underground	\$903.00
FD 32	Soil Vapor Extraction	\$552.00
FD 33	Install Underground Piping on underground tank	\$552.00
FD 34	Pyro Chem	\$502.00
FD 35	Fireworks Barge Loading	\$451.00
FD 36	Fireworks Display	\$502.00
FD 37	Misc Hazardous Occupancy	\$451.00
FD 38	Reinspection After 3	\$251.00
FD 39	Malicious False Alarm	\$351.00
FD 40	False Alarm	\$803.00
FD 41	State Request	\$301.00
FD 42	Week Abatement Inspection	\$251.00
FD 43	Noncompliance Notice	\$401.00
FD 44	Hourly Rate Standard Standby per hour	\$200.00
FD 45	After Hours 2 hr min	\$602.00
FD 46	Additional hour per hour	\$301.00
FD 47	*PRA / Copies Subject to City Copy Fee (see Clerk's schedule)	

POLICE

Fee Number		Fee Name	Fee
PD 1	ARO	Dog License, 1 year unaltered	\$13.00
PD 2		Dog License, 1 year altered	\$13.00
PD 3		Dog License, 2 year unaltered	\$13.00
PD 4		Dog License, 2 year altered	\$13.00
PD 5		Dog License, 3 year unaltered	\$13.00
PD 6		Dog License, 3 year altered	\$13.00
PD 7		Dog License Replacement	\$13.00
PD 8		Jurisdictional Transfer of Dog License	\$13.00
PD 9		Animal Quarantine Release	\$75.00
PD 10		Animal Relinquishment	\$50.00
PD 11		Dead Animal Pickup	\$6.00
PD 12		Tranquilizer	\$76.00
PD 13		Guard Dog Permit	\$76.00
PD 14		Non-Allowed Animal Permit	\$76.00
PD 15	Service	Alarm Permit	\$30.00
PD 16		Second Response Permit (loud music, parties) False Alarm Response (NCCMC 10.45.130)	\$153.00
PD 17		3rd	\$50.00
PD 18		4th	\$75.00
PD 19		5th	\$100.00
PD 20		6th	\$156.00
PD 21		7th+	\$200.00
PD 22		Special Events - Profit	\$103.00
PD 23		Special Events - Nonprofit	\$103.00
PD 24		Parking/Traffic Control - Profit	\$56.00
PD 25		Parking/Traffic Control - Nonprofit	\$56.00
PD 26		Fingerprinting - DELETE	\$0.00
PD 27		Negligent Vehicle Impound/Release	\$124.00
PD 28		Ticket Sign Off	\$0.00
PD 29		Vehicle Repossession	\$8.00
PD 30		VIN Verification	\$77.00
PD 31		Research Hourly Rate	\$60.00
PD 32	Admin/Doc	Subpoena Admin Fee	\$42.00
PD 33		Deposit Disposition of Subpoena (refundable or recover	\$150.00
PD 34		Accident Report (\$0 for person involved)	\$13.00
PD 35		Crime Report (\$0 for person involved)	\$13.00
PD 36		Request for Report (\$0 for person involved)	\$13.00
PD 37		Record Check/Clearance Letter/No Record	\$20.00
PD 38		Photographs - CDs	\$19.00
PD 39		33mm 1st photo	\$5.00
PD 40		Additional photos	\$2.00
PD 41		*PRA / Copies Subject to City Copy Fee (see Clerk's schedule)	

Fee Number		PLANNING Fee Name	Fee
PL 1	Dev	Annexation	\$9,940.00
PL 2		Approval of Plans	\$7,890.00
PL 3		Coastal Dev Permit w/ Pub Hrg	\$9,940.00
PL 4		Coastal Dev Permit w/o Pub Hrg	\$8,730.00
PL 5		Code Amendment	\$9,940.00
PL 6		Conditional Use Permit	\$7,890.00
PL 7		Consistency Review	\$10,130.00
PL 8		General Plan Amendment	\$9,940.00
PL 9		Initial Study	\$7,270.00
PL 10		Local Coastal Program (LCP) Amendment	\$9,940.00
PL 11		Planned Development Permit	\$7,890.00
PL 12		Planned Unit Development	\$8,340.00
PL 13		Preliminary Site Plan Review	\$2,840.00
PL 14		Request to Initiate General/Specific Plan Amendment	\$6,430.00
PL 15		Specific Plan	\$9,940.00
PL 16		Specific Plan Amendment	\$7,740.00
PL 17		Substantial Conformance, Council, Commission	\$5,660.00
PL 18		Substantial Conformance, Staff Review	\$3,690.00
PL 19		Time Extension w/ Public Hrg (CUP, PD, PUD, Variance)	\$5,710.00
PL 20		Time Extension w/o Public Hrg (CUP, PD, PUD, Variance)	\$4,990.00
PL 21		Variance	\$8,020.00
PL 22		Variance SFR Owner-Occ	\$8,020.00
PL 23		Zone Boundary Determination	\$8,020.00
PL 24		Zone Map Change	\$9,940.00
PL 25	Doc	Design Guidelines	\$10.00
PL 26		General Plan Map/ Base Maps	\$40.00
PL 27		General Plan Text	\$10.00
PL 28		Housing Element	\$10.00
PL 29		Land Use Code	\$10.00
PL 30		Landscape Guidelines	\$10.00
PL 31		Local Coastal Plan	\$10.00
PL 32		National City Overview	\$10.00
PL 33		Planning Commission Agendas (Annual Subscription)	\$0.00
PL 34		Subdivision Ordinance	\$10.00
PL 35		Zoning Map	\$10.00
PL 36		Environmental Impact Report (EIR)	\$13,410.00
PL 37	Misc	Appeal, Project Processing (non- refundable) Project	\$3,710.00
PL 38		Appeal, Site Plan Review Denial of Owner Occupied SFD	\$3,710.00
PL 39		Historic Site Designation	\$5,050.00
PL 40		Home Occupation Permit	\$220.00
PL 41		Interpretations	\$5,800.00
PL 42		Large Family Day Care	\$310.00
PL 43		Zoning/ Rebuild Letters	\$220.00
PL 44	Signs	Banners , Administrative Fee	\$40.00
PL 45		Banners, Processing (reimbursable)	\$1,975.00
PL 46		Modification, Nonstructural	\$40.00
PL 47		Painted Wall Sign	\$40.00
PL 48		Reface Sign	\$40.00
PL 49	Subdivision	Certificate of Compliance	\$2,690.00

PL 50	Lot Merger	\$2,690.00
PL 51	Street Vacation	\$8,900.00
PL 52	Street Vacation Initiation	\$4,040.00
PL 53	Tentative Parcel Map	\$6,500.00
PL 54	Tentative Subdivision Map	\$9,940.00
PL 55	Time Extension, Tentative Parcel Map	\$2,280.00
PL 56	Time Extension, Tentative Subdivision	\$3,840.00
PL 57	Research Fee	\$180.00
PL 58	*PRA / Copies	Subject to City Copy Fee (see Clerk's schedule)

FINANCE			
Fee Number		Fee Name	Fee
FIN 1	Admin	Business License Admin Application	\$21.50
FIN 2		Business License Admin Renewal	\$10.50
FIN 3		Pet License Admin Fee	per animal \$17.50
FIN 4	Business	Business License Duplicate	\$10.00
FIN 5		Business License Name Change	\$11.00
FIN 6		Non Compliant Audit	\$15.00
FIN 7		Business License Change of Location within City	\$50.00
FIN 8		New Business License Processing	\$50.00
FIN 9		Used Dealer State License Processing	\$50.00
FIN 10		Identification Card	\$10.00
FIN 11		Certification of Subpoena Copies	\$10.00
FIN 12	Copies	Certified Business License List	\$50.00
FIN 13		Budget Booklet	\$50.00
FIN 14		CAFR Booklet	\$50.00
FIN 15		Return Check 1 -10 days	\$25.00
FIN 16	Misc	10+ days	\$35.00
FIN 17		each additional 10 days	\$10.00
FIN 18		Record Search	\$2.00
FIN 18		over 10 minutes per hour	\$15.00
FIN 20		Inspection Fee (TUP's, field)	\$50.00
FIN 21		Garage Sales Permit	\$5.00
FIN 22		Business License Appeals	\$25.00
FIN 23		Extension of Going out of Business Sale	\$50.00
FIN 24		*PRA / Copies	Subject to City Copy Fee (see Clerk's schedule)
		Taxi Cab Fee Schedule	Refer to resolution 2004-229
FIN 25	Admin	Annual Fee	per vehicle \$100.00
FIN 26	Application	Permit App	\$3,000.00
FIN 27		Plus each permit in excess of one	\$300.00
FIN 28		Plus additional charge if applicant is a corporation	\$500.00
FIN 29		Licensed to operate in NC by MTDB as of 12-7-04	\$0.00
	Operational Request		
FIN 30		Transfer clearance	\$200.00
FIN 31		Jitney route change or additional route request	\$250.00
FIN 32		Text stand request or jitney zone if installed	\$250.00
FIN 33		Fictitious name change	\$100.00
FIN 34		Plus per vehicle	\$10.00
FIN 35		Color scheme and radio service change	\$100.00
FIN 36		Plus per vehicle	\$10.00
FIN 37		Rate of fare filing per company	\$100.00
FIN 38		Plus per vehicle	\$10.00
FIN 39		Replacement vehicle (more than one per permit per year)	\$50.00
FIN 40		Add corporation officer (each)	\$100.00
FIN 41		Addition, deletion, or change of stockholder (each)	\$100.00
	Radio Services		
FIN 42		Initial review of new service organization	\$150.00
FIN 43		Name Change	\$50.00

	Medallion/Permit Reassignment	
FIN 44	Reassigning a permit from one existing vehicle to a different existing vehicle in the same company (DBA) or to a different existing company of the same permit number	\$50.00
	This does not apply to the replacement of an existing vehicle i.e., when all permits are reassigned from an existing vehicle. Replacement vehicle fees remain as stated in 3.7	
FIN 45	Permit transfer request from one person to a different person, same as fee item 3.1	\$200.00
	Plus, transferee pays fee schedule item 2 (application fee) and item 1 (initial reg fee) based on number of vehicles.	
	Reinstatement of a revocation or Suspension	
FIN 46	Fee for an appeal from revocation, suspension, or related adverse action, refundable if appeal is meritorious	\$300.00

COMMUNITY SERVICES

Fee Number	Fee Name		Fee
CS 1	Athletic Field Lights - Resident	per hour	\$10.00
CS 2	Athletic Field Lights - Non Res	per hour	\$20.00
CS 3	Athletic Field/Facility User Fee - Non-resident	per hour	\$50.00
CS 4	Athletic Field/Facility Maintenance Fee - Non-resident pe		\$10.00
CS 5	Tiny Tots- Resident		\$40.00
CS 6	Tiny Tots- Non- Resident		\$60.00
CS 7	Contractual Classes Revenue Sharing		
CS 8	Instructor	70%	
CS 9	City	30%	
CS 10	Street Tree Removal per tree- beautification		\$295.00
CS 11	Street Tree Removal per tree-essential		\$65.00
CS 12	Recreation Swimming		\$3.00
CS 13	Recreation Swimming 0-12 yrs		\$1.00
CS 14	Recreation Swimming Seniors		\$1.50
CS 15	Recreation Swimming Non-Res Children/Seniors		\$2.00
CS 16	Learn to Swim Program- Resident		\$25.00
CS 17	Learn to Swim Program- Non Resident		\$40.00
CS 18	Adult Noon Swim		\$3.00
CS 19	Adult Noon Swim Seniors		\$1.50
CS 20	Club Swim Team - Resident	per month	\$300.00
CS 21	Pool Rental fee	per hour	\$35.00
CS 22	Swim Pass (30 entries)		\$60.00
CS 23	Swim Pass (30 entries)- Children 0-12		\$20.00
CS 24	Swim Pass (30 entries)- Seniors over 65		\$30.00
CS 25	Swim Pass (30 entries)- Non-resident seniors& children		\$45.00
CS 26	Summer Programs and Camps	25% of cost	
CS 27	Individual Children's Parties	100% of cost	
CS 28	Air Jumps		\$25.00
CS 29	Lifeguard Fee (Applied to Schools) - Per hour, per guard		\$20.00
CS 30	Lifeguard Fee - Nonresident		\$30.00
CS 31	Non-Resident Recreation Class, Program, Sport Particip:		\$10.00
CS 32	*PRA / Copies	Subject to City Copy Fee (see Clerk's schedule)	
CS 32	Tennis Court Rental Fee Non-Resident(Leag	per hour	\$50.00
	MLK FACILITY		
CS 33	Building Use fee (non-refundable, non-waivable)		\$50.00
	DINING		
CS 34	South Room	per hour	\$23.45
CS 35	North Roor under 150 people	per hour	\$70.36
CS 36	under 220 people	per hour	\$87.97
CS 37	Entire Hall	per hour	\$117.26
	DANCE		
CS 38	South Roor under 100 people	per hour	\$23.45
CS 39	under 160 people	per hour	\$29.32
CS 40	North Roor under 300 people	per hour	\$70.36
CS 41	under 475 people	per hour	\$87.95
CS 42	Entire Hall	per hour	\$117.26
	KIMBAL SENIOR CENTER		

CS 43	Under 150 people	per hour	\$70.36
CS 44	Over 150 people	per hour	\$87.97
	CASA DE SALUD	per hour	\$23.45
CS 45	Kitchen	per hour	\$10.00
CS 46		deposit	\$60.00
CS 47	Custodial*	deposit	\$100.00
CS 48		per hour	\$22.00
CS 49			\$35.00

* Custodial charge shall be charged on the following estimated attendance

1-100 person	1hr set up and 1 hr clean up
101 - 157	2hr set up and 2 hr clean up
158 - 300	3hr set up and 3 hr clean up
301 - 472	4hr set up and 4 hr clean up
473 - 630	5hr set up and 5 hr clean up

RESOLUTION NO. 2008 – 148

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF NATIONAL CITY ADOPTING
THE CITY OF NATIONAL CITY 2008 FEE SCHEDULE
FOR USER FEES WITHIN THE CITY

WHEREAS, user fees have been recognized as a necessary and effective method of generating those revenues required to provide municipal services and facilities; and

WHEREAS, after a considerable amount of study and receipt of staff input, the City Council determined that adjustments in user fees in many instances are necessary to close the gap between current fees and actual service costs, in order to reduce general fund subsidies so that such funds may be redirected to provide services which benefit the community as a whole; and

WHEREAS, a public hearing to consider adjustments to City user fees was scheduled for the regularly scheduled City Council meeting of July 1, 2008, notice of which hearing was published according to law in a newspaper of general circulation in the City. Said hearing was continued to the regularly scheduled City Council meeting of July 15, 2008. At the hearing held on July 15, 2008, the City Council considered oral and written presentations of the City Council, City staff, and members of the public.

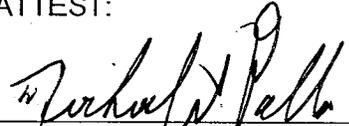
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of National City that beginning September 15, 2008, the fees designated in the aforementioned City of National City Fee Schedule shall be collected for all services described in said Schedule, and that all fees previously established for said services shall be superseded.

PASSED and ADOPTED this 15th day of July, 2008.



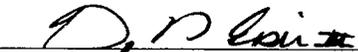
Ron Morrison, Mayor

ATTEST:



Michael R. Dalla, City Clerk

APPROVED AS TO FORM:



George H. Eiser, III
City Attorney

Passed and adopted by the Council of the City of National City, California, on July 15, 2008 by the following vote, to-wit:

Ayes: Councilmembers Morrison, Natividad, Parra, Ungab, Zarate.

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. 2008-148 of the City of National City, California, passed and adopted by the Council of said City on July 15, 2008.



Michael R. Dalla
City Clerk of the City of National City, California

By: _____
Deputy