



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

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

LIVE WEBCAST
COUNCIL CHAMBERS
CIVIC CENTER

1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, SEPTEMBER 1, 2020 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

MONA RIOS
Vice Mayor

JERRY CANO
Councilmember

RON MORRISON
Councilmember

GONZALO QUINTERO
Councilmember

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

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

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

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

PUBLIC COMMENTS: The City Council will receive public comments via e-mail at clerk@nationalcityca.gov regarding any matters within the jurisdiction of the City Council. **Written comments or testimony from the public (limited to three minutes) must be submitted via e-mail by 4:00 p.m. on the day of the City Council Meeting. All comments received from the public will be made a part of the record of the meeting.**

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

Meeting agendas and
minutes available on the
City's website at
WWW.NATIONALCITYCA.GOV

The time limit established for public testimony is three minutes per speaker. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

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

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

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

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

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

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

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

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

Municipal. **Los comentarios escritos o el testimonio del público (limitado a tres minutos) deben enviarse por correo electrónico antes de las 4:00 p.m. en el día de la sesión del Concejo Municipal. Todos los comentarios recibidos del público formarán parte del acta de la sesión.**

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

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

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

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

AWARDS AND RECOGNITIONS

1. [Employee Service Recognition - Ramon A. Canedo, Street Sweeper Operator. \(Engineering/Public Works\)](#)

PRESENTATIONS

2. [Free Food Distribution Partnership with Catholic Charities, San Ysidro Health, San Diego Food Bank and Feeding San Diego. \(Appaswamy "Vino" Pajanor, CEO, Catholic Charities\)](#)
3. [Regional Tap Water Outreach Program. \(Denise Vedder, Director of Public Affairs, San Diego County Water Authority\)](#)

INTERVIEWS / APPOINTMENTS

4. [Interviews and Appointments: Various Boards and Committees. \(City Clerk\)](#)

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

CONSENT CALENDAR

5. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
6. [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with Atlas Technical Consultants, LLC for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, geotechnical and soils and materials testing; and 2\) authorizing the City Manager to execute any project-specific supplemental](#)

agreements, as may be required for grant funded projects. (Engineering/Public Works)

7. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute a three-year Agreement with Leighton Consulting, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, geotechnical and soils and materials testing; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. (Engineering/Public Works)
8. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute a three-year Agreement with Ninyo & Moore Geotechnical & Environmental Sciences Consultants for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, geotechnical and soils and materials testing; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. (Engineering/Public Works)
9. Resolution of the City Council of the City of National City accepting the Covenant's Conditions and Restrictions and authorizing the City Manager to execute and file the Land Use Covenant and Agreement between the City of National City (City) and the Department of Toxic Substances Control (the Department) for the property comprising of the following Assessor's Parcel Numbers: 559-104-10, 560-206-07, 560-391-05, 559-124-06, 559-125-16, and 559-125-15, (formerly the National City Public Works Yard Park-Side) now Paradise Creek Educational Park. (Engineering/Public Works)
10. Resolution of the City Council of the City of National City waiving the bid process pursuant to Section 2.60.260 of the National City Municipal Code and authorizing the Mayor to execute a five year Agreement with Granicus, LLC in the total not-to-exceed amount of \$112,856 to upgrade and support Granicus Website Content Management System. (IT)
11. Investment Report for the quarter ended June 30, 2020. (Finance)
12. Warrant Register #3 for the period of 7/15/20 through 7/21/20 in the amount of \$650,806.45. (Finance)
13. Warrant Register #4 for the period of 7/22/20 through 7/28/20 in the amount of \$2,209,092.95. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

14. Public Hearing and Introduction of an Ordinance of the City Council of the City of National City Amending the National City Municipal Code Section 16.09.010 of Chapter 16.09 of Title 16 by reducing and modifying the

[membership of the Veterans and Military Families Advisory Committee. \(City Manager\)](#)

NON CONSENT RESOLUTIONS

15. [Resolution of the City Council of the City of National City: \(1\) approving the Neighborhood Reinvestment Program Grant from the County of San Diego Board of Supervisors in the amount of \\$35,000 by waiving City Policy No. 1001 related to the Agreement between the County of San Diego and City of National City's Provision #17 - Defense and Indemnity; and \(2\) authorizing the establishment of a Library Grant Fund appropriation of \\$35,000 and corresponding revenue budget to fund the National City Public Library's Staying Connected – Technology Access for All! project. \(Library\)](#)

NEW BUSINESS

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

16. [Community and Police Relations Commission \(CPRC\) Update. \(City Manager\)](#)
17. [City Manager Report. \(City Manager\)](#)

MAYOR AND CITY COUNCIL

CLOSED SESSION

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - September 15, 2020 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [Employee Service Recognition - Ramon A. Canedo, Street Sweeper Operator. \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.



City of National City
MEMORANDUM

DATE: August 18, 2020

TO: Esther Clemente, Executive Assistant IV (City Manager's Office)
Nancy Valdivia-Ochoa, Confidential Assistant (Mayor's Office)

FROM: Lilia Muñoz, Human Resources Analyst 

SUBJECT: **EMPLOYEE SERVICE RECOGNITION**

The following City employee will complete his 30 years of service with the City of National City on September 4, 2020:

NAME: Ramon A. Cañedo
POSITION: Street Sweeper Operator
HIRED: September 4, 1990

As part of the Employee Recognition Program, the employee wishes to have the opportunity to receive a City Council Recognition at the Council Meeting of **Tuesday, September 1, 2020 at 6pm.**

If this is acceptable, please make the necessary arrangements. The anniversary letter, service pin, and gift card selection memo will be sent prior to the meeting.

Thank you.

cc: Roberto Yano, Director of PW/City Engineer
Ramon Cañedo, Street Sweeper Operator

H:\Recognition Program

The following page(s) contain the backup material for Agenda Item: [Free Food Distribution Partnership with Catholic Charities, San Ysidro Health, San Diego Food Bank and Feeding San Diego. \(Appaswamy "Vino" Pajanor, CEO, Catholic Charities\)](#)

Please scroll down to view the backup material.

Item # ____

09/01/20

**Free Food Distribution Partnership with Catholic Charities,
San Ysidro Health, San Diego Food Bank and Feeding San Diego**

**Appaswamy “Vino” Pajanor
CEO, Catholic Charities**



Catholic Charities' Emergency Food Distribution Network at St. Anthony's Parish in National City

“For I was hungry and you nourished me...”

- March 23rd, Catholic Charities launched the **Emergency Food Distribution Network (EFDN)** to deliver food to those in need in a safe, effective, and reliable manner that complies with COVID-19 social distancing requirements.
- **St. Anthony’s Catholic Church in National City** is part of the EFDN.
- **May 7th, National City Food Distribution Collaboration** was launched in collaboration with City of National City, Naval Base San Diego, South Bay Volkswagen, and other partners in National City.
- **June, COVID Testing** by County HHS incorporated.

National City Food Distribution

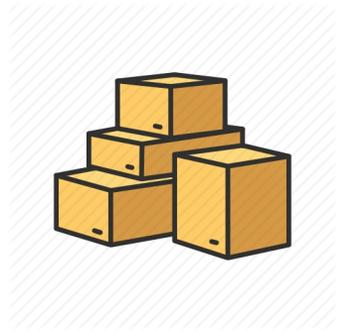
- 14 Weeks
- More than 5,200 meals served
- More than 359 volunteers providing 1,557 volunteer hours



How it works

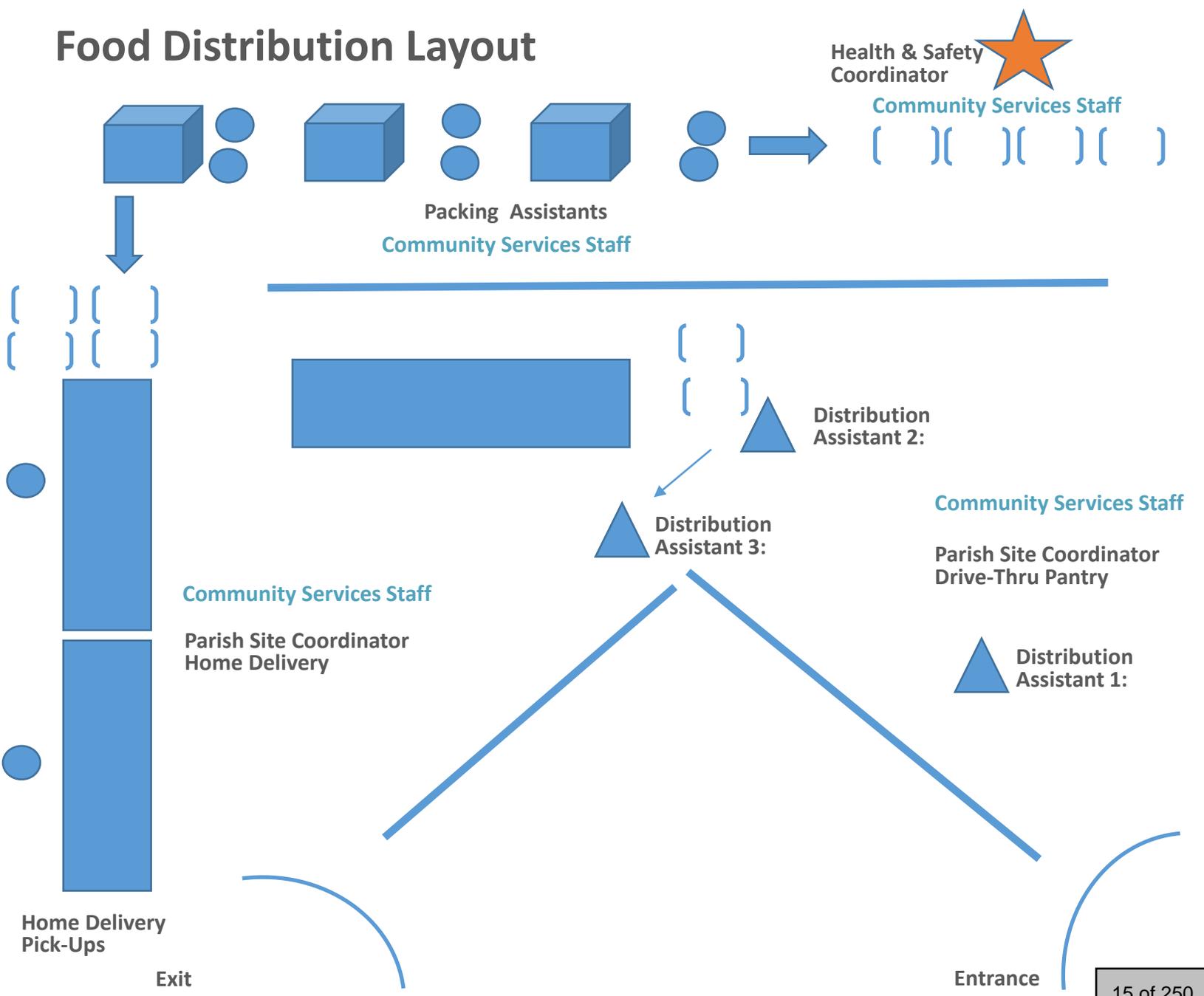
EMERGENCY FOOD DISTRIBUTION NETWORK

- 1) Community members in need of food register for pick-up or delivery of a food package using Catholic Charities' online system via phone call or by going directly to the webpage.
- 2) Food delivery is dropped at one location and broken into smaller distributions at Carlsbad Warehouse
- 3) Food Allocation is Delivered to Parish Partners weekly depending on Consumption Rate
- 4) Catholic Charities staff, in addition to a core volunteer team, operate drive-thru pick-ups and volunteer deliveries to the homebound from the parish distribution site.
- 5) Volunteers pack food packages at distribution site for drive-thru pick-up and home delivery
- 6) Volunteer drivers show up to distribution site to receive delivery routes and food packages to drop off to homebound
- 7) Community members drive-thru at an appointed time to pick up their food package
- 8) All food is moved from the distribution site to those in need in the community surrounding the parish in a safe manner compliant with social distancing measures necessary to keep volunteers, staff, and program participants safe during COVID-19.



WHAT A DISTRIBUTION LOOKS LIKE

Food Distribution Layout



How it works !



Questions



The following page(s) contain the backup material for Agenda Item: [Regional Tap Water Outreach Program. \(Denise Vedder, Director of Public Affairs, San Diego County Water Authority\)](#)

Please scroll down to view the backup material.

Item # ____

09/01/20

Regional Tap Water Outreach Program

**Denise Vedder, Director of Public Affairs
San Diego County Water Authority**



**San Diego County
Water Authority**

Our Region's Trusted
Water Leader

Regional Tap Water Outreach Program

National City Council
September 1, 2020

Denise Vedder, Director of Public Affairs

Nationwide Study Conversations Improve Satisfaction

People who recall having received communication from their water utility in the last year report higher satisfaction with their water than those who do not recall any communication



85%

satisfied with their water

86%

report their water is safe

84%

report their water quality is excellent/good

No Matter What, You Can Trust the Tap



**Our water supply is
continually treated
and tested to
ensure its safety.**



Our Region's Trusted Water Leader
San Diego County Water Authority
AND ITS 24 MEMBER AGENCIES

sdcwa.org

Numerous Tools Promote Public Engagement

 **San Diego County Water Authority**
Sponsored

In these uncertain times, across the region there are things you can still count on. That includes clean, plentiful and convenient water delivered to your tap 24 hours a day, seven days a week.



SANDRA L. KERL
General Manager, San Diego County Water Authority

SDCWA.ORG Learn More

No matter what, we're here for you.

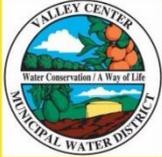


WE'RE HERE FOR YOU.

 Our Region's Trusted Water Leader
San Diego County Water Authority
And its 24 member agencies

Providing clean water delivered to your tap 24/7.

WATCH THE VIDEO



ENSURING PLUMBING SYSTEM SAFETY – INACTIVE SYSTEMS MAY REQUIRE CARE

As stop-work orders are lifted and our customers reopen their businesses, Valley Center Municipal Water District (District) would like to provide important safety information to ensure the water inside your business is safe for you, your employees and customers.

The District's water quality monitoring program has continued to ensure water safety and our water has continued to meet all state and federal drinking water standards. However, once the water leaves our distribution system and enters private service connections, the water quality can deteriorate if water becomes stagnant.

While most commercial buildings have been partially occupied even during the COVID-19 shutdown, building owners and managers should take special care with plumbing systems in buildings that have been vacant or have had periods of low water use to ensure water quality and safety.

Bacteria can flourish in building pipes, fixtures and associated equipment (like fountains, and HVAC systems) that aren't used for several days. **Serious health problems can result from bacteria, but prudent action can avoid complications.** The District recommends:

- Flush your water system. Flush hot and cold water through all points of use (e.g. showers, sink faucets). Flush until hot water reaches its maximum temperature.
- Clean all decorative water features, such as fountains.
- Ensure hot tubs/bathtubs are safe for use
- Ensure safety equipment including fire sprinkler systems, eye wash stations, and safety showers are clean and well-maintained.

Valley Center Municipal Water District is providing public notice about private plumbing system safety, however, it is the responsibility of building owners and managers to address any related issues on their own properties. For more detailed information and instructions to ensure water in your building is safe, go to Centers for Disease Control and Prevention website at <https://www.cdc.gov/coronavirus/2019-ncov/0808building-water-system.html>



Our water supply is continually treated and tested to ensure its safety.

 **TRUST THE TAP**

 Our Region's Trusted Water Leader
San Diego County Water Authority
AND ITS 24 MEMBER AGENCIES

sdcwa.org

 **San Diego County Water Authority**
Sponsored

The Water Authority's long-running and highly popular school assembly programs are suspended as students nationwide stay home due to the coronavirus pandemic. To help students continue learning about water and science, the Water Authority is partnering with Shows That Teach to produce a series of free, online educational videos about the benefits of tap water, making the most of precious natural resources like water and more.



STUDENTS STAYING AT HOME CAN ENJOY AND LEARN ABOUT ...

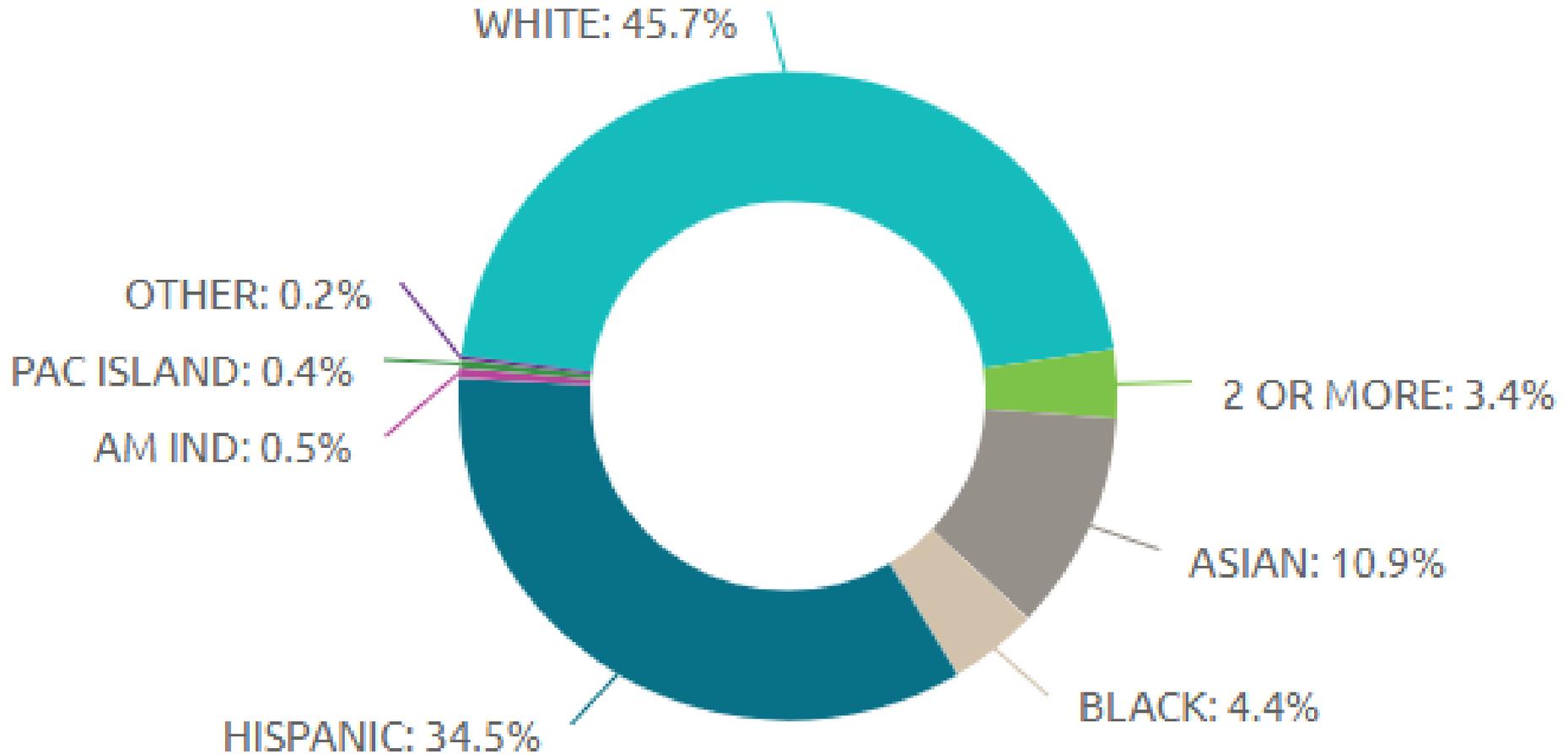
YOUTUBE.COM Learn More

Online Educational Videos by Shows That Teach

Water Authority 2019 Survey Hispanics, African Americans Show Most Skepticism

	Ethnicity (QD6)				
	Caucasian / White	Latino / Hispanic	AF-American / Black	Asian American	Mixed / Other
<i>Base</i>	238	130	22	49	36
Climate change	25 10.6%	15 11.3%	- -	2 4.9%	- -
Water cost, rate increases	43 18.3%	36 27.8%	3 11.7%	11 22.2%	7 19.5%
Drought, not enough supply	67 28.3%	44 33.7%	9 42.4%	22 44.9%	13 36.0%
Health, diseases, contaminated water	48 20.2%	38 29.2%	7 30.7%	8 16.8%	9 24.1%

1 Million+ Hispanics in the Region



Spanish Spoken Here

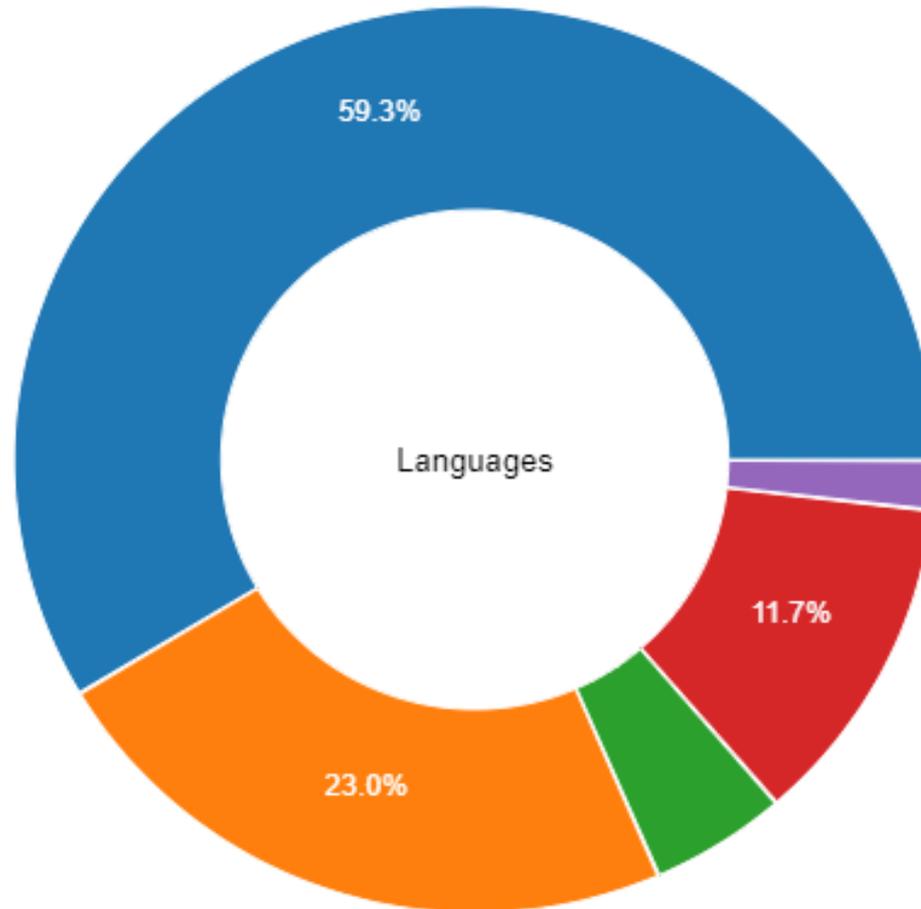
San Diego Language by Age

All Ages

5-17

18-64

65+



■ Only English ■ Spanish ■ Other Indo-European Languages ■ Asian and Pacific Island Languages ■ Other Languages

Pilot Program Explores Audience

- 
- A photograph of a young girl and a woman. The girl is in the foreground, looking intently at a glass of water. The woman is behind her, also looking at the glass. The image is used as a background for the text.
- Use grant funds
 - Keep scale small
 - Develop authentic materials
 - Test themes for resonance
 - Explore multiple tactics
 - Assess success with social metrics

Message Testing for Several Themes



Digital Advertising

We tested several themes

Clean



Community



Family



Convenient



Cook +
Schmid

Connecting with the Hispanic Community



- Social ads, YouTube videos and social media
- TV show with Dr. Perez
- Media opportunities and interviews

Outreach Proves Regionally Relevant



Conclusions

- Trust the Tap demonstrated regional interest in learning about health and safety of tap water.
- Hispanics are interested in water quality issues and receptive to learning more.
- Social and influencer tactics show measurable results.
- Communication improves perceptions of water quality.

Next Steps

- 
- Plans are underway to continue Trust the Tap outreach into the Fall.
 - Community health organizations play an important role in the community and provide opportunities for building relationships.
 - Pilot outreach to expand and include other cultural groups.

The following page(s) contain the backup material for Agenda Item: [Interviews and Appointments: Various Boards and Committees. \(City Clerk\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: September 1, 2020

AGENDA ITEM NO. _____

ITEM TITLE:

Interviews and Appointments: Various Boards and Committees. (City Clerk)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk

PHONE: (619) 336-4226

APPROVED BY: _____



EXPLANATION:

See attached.

FINANCIAL STATEMENT:

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ACCOUNT NO.

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Take action as desired.

ATTACHMENTS:

Explanation
Applications

CIVIL SERVICE COMMISSION

(Appointing Authority: City Council / Staff Liaison: Robert Meteau)

There is one (1) vacancy on the Civil Service Commission. There are applicants.

Name
Vacancy

Interviewed
No Applicants

TRAFFIC SAFETY COMMITTEE

(Appointing Authority: Mayor, subject to confirmation by City Council / Staff Liaison: Luca Zappiello & Carla Hutchinson)

There is one (1) unexpired term on the Traffic Safety Committee. There is one (1) new applicant.

Name
Zaachariah Trujillo

Interviewed
Yes

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

- | | |
|---|--|
| <input type="checkbox"/> Community & Police Relations Commission* (CPRC) | <input type="checkbox"/> Civil Service Committee |
| <input type="checkbox"/> Library Board of Trustees | <input checked="" type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board | <input type="checkbox"/> Public Art Committee* |
| <input type="checkbox"/> Veterans & Military Families Advisory Committee* | <input checked="" type="checkbox"/> Traffic Safety Committee |
| | <input type="checkbox"/> Advisory Housing Committee* |

- Applicants must be residents of the City of National City except for those marked by an asterisk (*). All applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.
- Applicants for the Advisory Housing Committee must have subject matter expertise in housing-related issues.

Name: Zachariah Trujillo E-Mail: zachariahtrujillo@gmail.com

Home Address: 521 L Ave, NC CA 91950 Tel No: 619-781-2051
(Include City/Zip)

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 2yrs San Diego County: 27yrs California: 27yrs

Educational Background: Bachelors Degree in the Science of Accountancy

Occupational Experience: Deployed Veteran OEF 2010. Retired Military 2013.
Worked with a couple civil engineering firms in San Diego as an Accountant.

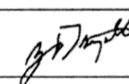
Professional or Technical Organization Memberships: Southwest Lodge 283 Free Masons

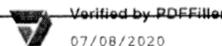
Civic or Community Experience, Membership, or Previous Public Service Appointments:
This will be my start.

Experience or Special Knowledge Pertaining to Area of Interest: Knowledge of project
accounting for civil engineer allows me to understand terms of maps.

Have you ever been convicted of a felony crime? No: 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 if "Yes" was marked for the above two questions.

Date: 07/08/2020

Signature: 



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

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.

Mike Dalla

From: Zachariah Trujillo <zachariahtrujillo@gmail.com>
Sent: Wednesday, July 08, 2020 10:30 AM
To: Clerk
Subject: Application for Appointment to Citys Boards, Commissions, and Committees - Zachariah Trujillo
Attachments: Untitled.pdf; Date (1).pdf

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

Good Morning Team,

My name is Zachariah Trujillo. I have been a homeowner in National City for 1 year and 10 months. I do not plan on moving and would like to be a part of the community.

Given my educational background with a Bachelors in Accountancy I feel my addition would add value, insightfulness, commitment to understanding presented material. I have been employed within the Civil Engineering industry at various employers for the last 3 years in the accounting section. Employers consisted of Kimley Horn and Project Design Consultants. Project Design Consultants was the Civil Engineering firm used for "National City Bayfront Marina District 2012" as well as "National City General Plan Update 2007." Given my accounting position I was able to review these plans after moving to National City 09/2018; curiosity in how the City would grow. I would enjoy being a part of our community elected board team, I feel the future holds great possibilities and would like to be apart of its development.

Furthermore I am a Medically Retired Navy/Marine Veteran with awarded service to commitment and performance of valor in Operation Enduring Freedom Afghanistan 2010. During my time in service my positions included being part of the preventive medicine team to which I gathered information allowing for a quicker response to our 1st Light Armored Reconassiance Battalion consisting of 800+ Marines. Within a few months the first quarter of 2011 year I was awarded the Blue Jacket of Quarter for 1st Marine Corps Division. Begining of 2011 I was in an accident and relieved of my duties 2013 in service with a honorable medical retirement. To be chosen for a position on the Board would give me great honor and allow me to serve our community once more.

Please find attached "Application for Appointment to Citys Boards, Commissions, and Committees."

Thank you for your time and consideration,

Zachariah Trujillo
zachariahtrujillo@gmail.com
619-781-2051

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

Please scroll down to view the backup material.

Item # ____

09/01/20

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

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with Atlas Technical Consultants, LLC for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, geotechnical and soils and materials testing; and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. Engineering/Public Works\)](#)
Please scroll down to view the backup material.

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

MEETING DATE: September 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with Atlas Technical Consultants, LLC for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, geotechnical and soils and materials testing; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PREPARED BY: Tirza Gonzales, Management Analyst II *TG* **DEPARTMENT:** Engineering & Public Works

PHONE: 619-336-4318

APPROVED BY: _____ *[Signature]*

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED: _____ *[Signature]* **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds are appropriated in various CIP accounts for FY 2021; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement Atlas Technical Consultants, LLC for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage, and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural, and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms, and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview, and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with Atlas Technical Consultants, LLC, formerly SCST, LLC, for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, geotechnical and soils and materials testing. See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BETWEEN
THE CITY OF NATIONAL CITY
AND
ATLAS TECHNICAL CONSULTANTS, LLC.**

THIS AGREEMENT is entered into on this 1st day of September, 2020, between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and ATLAS TECHNICAL CONSULTANTS, LLC (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP);

WHEREAS, on May 1, 2019, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's CIP;

WHEREAS, on June 10, 2019, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is a geotechnical, soils and materials testing firm; and

WHEREAS, based on evaluation of the CONSULTANT SOQ and interview, the CITY has determined that the CONSULTANT 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 to provide on-call CIP project support services for the CITY, 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 September 1, 2020. The duration of this Agreement is for the period of September 1, 2020 through August 31, 2023. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, geotechnical and soils and materials testing.

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services described in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables, and a "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time-and-materials basis, consistent with the detailed scope of work, and within the limits of the "not-to-exceed" cost estimate.

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 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.

4. **PROJECT COORDINATION AND SUPERVISION.** The City Engineer/Director of Public Works 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. Daniel Richardson, P.E., Project Manager/Project Engineer, 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 "A" shall not exceed \$2,000,000. The compensation for the CONSULTANT's work shall not exceed the rates set forth in Exhibit "B". The CITY will not accept CONSULTANT "mark-ups" for services provided by SUBCONSULTANTS.

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 "A", 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: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) 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 Services 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 set forth in this Agreement. The CONSULTANT, or the CONSULTANT's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT's obligations to the CITY are solely 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. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. 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-section 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 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, 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 negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

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. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

A. **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR's employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

B. **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

C. **Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. **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 Labor 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, employees, and volunteers 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.

18. **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 insurance policies:

A. **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. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the 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. The Certificate Holder for all policies of insurance required by this Section shall be:

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

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category

rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

19. **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.

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: Roberto Yano
City Engineer/Director of Public Works
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Daniel Richardson, P.E.
Project Manager/Project Engineer
Atlas Technical Consultants, LLC
6280 Riverdale Street
San Diego, CA 92120

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.

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 Section 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. **ADMINISTRATIVE 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. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

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. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *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.

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

J. *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.

K. *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.

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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N. *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

ATLAS TECHNICAL CONSULTANTS, LLC
(Corporation - signatures of two corporate officers required)

By: _____
Alejandra Sotelo Solis, Mayor

By: *L. JOYNER*
(Name)

 L. Joe Boyer
(Print)

 Chief Executive Officer
(Title)

APPROVED AS TO FORM:

By: _____
Angil P. Morris-Jones
City Attorney

By: *Gary Cappa*
(Name)

 Gary Cappa
(Print)

 Chief Operating Officer
(Title)



I. COVER LETTER



June 10, 2019

Roberto Yano, PE, Deputy City Engineer
City of National City
Engineering and Public Works Department
1243 National City Boulevard
National City, CA 91950

6280 Riverdale Street
San Diego, CA 92120
P 619.280.4321
F 619.280.4717
W www.scst.com

SUBJECT:

**RESPONSE TO REQUEST FOR QUALIFICATIONS (RFQ) FOR
ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL
IMPROVEMENT PROGRAM (GEOTECHNICAL AND TESTING AND INSPECTION)**

Mr. Yano,

SCST, LLC is pleased to present our qualifications to provide **Geotechnical Services (including soils and materials testing)** as well as **Observation and Inspection** services on an on-call basis for the City's Capital Improvement Program. Established in 1959, SCST is a professional services firm providing comprehensive geotechnical and materials testing, special inspection, and engineering services for 60 years. We have been working with the City for almost 10 years, and would feel privileged to continue our working relationship providing effective solutions and the outstanding support you are accustomed to receiving from SCST to successfully complete every project where we are involved.

FIRM BACKGROUND

Having been headquartered in San Diego since 1959, we are one of the most established full service geotechnical engineering, soils and materials testing, and inspection firms in San Diego County. Having been in the County for 60 years, we have worked with almost every city in the county, as well as the County of San Diego, and most of the other regional municipal agencies.

We employ over 190 staff members, including skilled geotechnical engineers, civil and environmental engineers, environmental scientists, engineering geologists, multi-credentialed inspectors and technicians, and the appropriate management systems and support personnel committed to providing our clients with high quality and tailored services. The majority of our inspectors and technicians are multi-credentialed personnel trained and licensed by various local, state, and national regulating agencies, including the International Code Council (ICC), Division of the State Architect (DSA), Caltrans, American Concrete Institute (ACI), and the American Welding Society (AWS). Our laboratories are certified by various regulatory agencies including the Division of the State Architect (DSA), American Society for Testing and Materials (ASTM), AASHTO Re:Source (formerly AMRL), Caltrans, the Cement and Concrete Reference Laboratory (CCRL), and the US Army Corps of Engineers.

UNIQUE ATTRIBUTES/DISTINGUISHING CHARACTERISTICS

Advantages to utilizing SCST's team to provide geotechnical, soils and materials testing, and inspection services include:

- + Consistently provide **exceptional client service**. Our **San Diego Laboratory is 9 miles** from the City's offices, which helps SCST to provide the **rapid response** you have received in the past. Our demonstrated ability to provide the support necessary to ensure projects are delivered successfully is illustrated in Section 5, Experience and Technical Competence, Letter e.



This is a brief overview of our entire Statement of Qualifications package. In submitting this package, SCST would like the City to know how fortunate we feel to have partnered with the City of National City over the past several years to aid in the design and construction of various projects under the City's Capital Improvement Program (CIP).

Having worked with the City in an on-call capacity for almost 10 years, we feel we have a unique understanding of how the City works, its CIP, and the City's needs and requirements. We understand the value of communication with the City and its project teams, and the importance of delivering a project on time and under budget. All of this gives SCST an intimate understanding of the City, aiding us in continuing to help the City meet and exceed its project goals.

SCST understands the importance of staffing an on-call contract with exceptional project managers, field staff, laboratory technicians, and administrative aid. We will continue to provide the City with the high-level of service you have received from us in the past. In Section 5b, we outline our staffing plan and provide you with resumes of our proposed team for this contract. We have included an organizational chart illustrating our complete staffing capacity. We are located 10 minutes from the City offices, and have staff who live in the surrounding areas, making staffing City projects a simple process.

We have the experience and technical competence to provide the services the City requires during design and construction phases of a project. We have been providing geotechnical engineering, soils and materials testing, geology, earthwork observation, and special inspection services in and around the National City area for 60 years. We understand the local environment and have knowledge of the appropriate regulations, design standards, and best practices. We provide a local, well qualified, and experienced project manager. We have worked on projects similar in size and scope to the projects in the City's CIP, including streets, sewers, storm drains, ADA compliance, parks, recreation centers, city buildings, and in-fill housing projects. This is illustrated in Section 5e.

Our project approach is designed to aid the City in accomplishing its goals. We have a time-tested way in which we approach each project, but will customize that approach as necessary for specific projects. Because we understand this is a major part in keeping a project running on schedule, and within budget, SCST pays a great deal of attention to crafting our approach to aid in that process. We have outlined our approach in Section 5g.

Although our services do not require researching, applying for, or managing grants, we are familiar with providing services for federal, state, and locally funded projects, including work on Caltrans projects.

Our financial and accounting systems are in compliance with the Code of Federal Regulations. If awarded this contract, we can submit a certification per Section IX.G.1 and Section IX.G.2 of the RFQ.



5. EXPERIENCE AND TECHNICAL COMPETENCE



a. IDENTIFICATION OF DISCIPLINES OF INTEREST

SCST proposes to provide the City with *Geotechnical Services (including soils and materials testing)* as well as *Observation and Inspection* services. All services will be performed in accordance and compliance with all applicable local, regional, state, and federal regulations, rules, and ordinances. Our services will include:

GEOTECHNICAL ENGINEERING (INCLUDING ENGINEERING GEOLOGY)

- + Geotechnical Investigations
- + Seismic Hazard Analysis
- + Liquefaction Analysis
- + Slope Stability Analysis
- + Geologic Hazard Recommendations
- + Grading and Foundation Recommendations
- + Pavement Section Design
- + Landslide Evaluations
- + Seismic Refraction Surveys
- + Fault Investigations

SOILS AND MATERIALS TESTING

- + Soils
- + Aggregate
- + Asphalt Concrete
- + Metals
- + Concrete

OBSERVATION AND INSPECTION

- + Grading
- + Subgrade
- + Aggregate Base Material
- + Asphalt Concrete
- + Underground Utilities
- + Caissons
- + Footings
- + Reinforced and Prestressed Concrete
- + Interior and Exterior Building Envelope
- + Shoring
- + Post-Tension Concrete
- + Masonry
- + Structural Steel Welding
- + Fireproofing
- + Roofing
- + Waterproofing

b. STAFFING PLAN AND RESUMES

SCST employs 192 full-time staff members and has a high percentage of professionally qualified personnel. We attract and retain our staff on a long-term basis with an average of 15 years, which enables us to provide unparalleled consistency of staff and quality services throughout the life of a project.

Our project managers hold weekly meetings to discuss scheduling and staffing needs. The scheduling of current projects are planned a week in advance and in the event of an emergency or last minute request, SCST's technical personnel are cross-trained to ensure that we are always staffed with well-qualified individuals who can cover any project at any time. In addition, monthly meetings are held to discuss the firm's backlog and plan for any upcoming and future staffing needs. This meeting includes our licensed engineers, project managers, field supervisors, and laboratory director.

SCST currently has and maintains the staffing resources and ability to provide the required services for this contract. The key staff identified on the following pages are the individuals proposed for this contract. However, should additional staff members be required to fulfill the scope of services for any given project, SCST has the experienced staff to ensure the City's schedules and requirements are met.

Daniel Richardson, PE, a state of California registered professional engineer will serve as SCST's project manager and primary point-of-contact throughout the duration of this contract. He has seven years of experience providing supervision and oversight of geotechnical, testing and inspection services. Daniel will be in charge of approving submittals and coordinating with the City, as well as other relevant agencies, and providing oversight of all services provided by SCST's team.



**SCST, LLC - CITY OF NATIONAL CITY
SCHEDULE OF FEES FOR
PROFESSIONAL SERVICES**

California Prevailing Wage
Effective July 1, 2019

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environmental)

Principal Professional	\$177*
Senior Professional	158*
Project Professional.....	118*
Staff Professional	102*
Drafter	80*

Field Services (Geotechnical, Inspection)

Group 1 (Geotechnical, Concrete Sampling).....	\$99*
Group 2 (Special Inspection)	102*
Group 3 (NDT Testing)	107*
Coring.....	129*
Field Supervisor	115
Off Site Inspector.....	102*
Laboratory Technician	80*

Field Services (Utility/Rebar Locating)

Hourly Rate (A Mob/Demob charge of \$300 applies to projects billed on hourly rates).....	\$215
Full Day	1,950
Letter Report	300
Map (per day of field work).....	350

Field Services (Geophysical Studies: UST, Landfill, Well, Void, UXO, Groundwater)

Ground Penetrating Radar, Electromagnetics, Magnetics

Full Day	\$2,350
Hourly Rate (A Mob/Demob charge of \$325 applies to projects billed on hourly rates.).....	265

Seismic (Refraction, MASW, Downhole/Crosshole), Resistivity (Sting, Standard, Wenner 4-Pin)

Full Day	\$3,000
Hourly Rate (A Mob/Demob charge of \$550 applies to projects billed on hourly rates.).....	325

Seismic ReMi

One Line.....	\$1,500
Each Additional Line.....	300
For Pavement/Requires Drilling	300

Project Management

Senior Project Manager.....	\$158*
Project Manager	118*
Administrative Assistant	63*

Travel and Miscellaneous

Pick Up	\$51/hr*
Travel Time	Hourly Rate (or \$125/hr beyond 2 hours from San Diego for Geophysical Crews)*
Per Diem (variable, depending on location).....	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq	Quote
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge	Normal Rate plus 50%
Specialty Equipment Surcharge	Quote

SCST, LLC SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

LABORATORY TESTS

Soil and Aggregate

California Bearing Ratio (ASTM D854)	\$418
California Impact (Cal 216).....	206
Chloride Ion Testing (Cal 422).....	150
Clay Lumps in Aggregate (ASTM C142)	150
Cleanliness Value (Cal 227).....	200
Consolidation (ASTM D2435).....	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity).....	187
Crushed Particles (Cal 205, ASTM D693).....	150
Direct Shear (ASTM D3080).....	260
Durability Factor (Cal 229, ASTM D3744)	97
Durability Index (Cal 229, ASTM D3744).....	224
Expansion Index (ASTM D4289).....	177
Fine Aggregate Angularity (AASHTO T304).....	200
Fineness Modulus (ASTM C136)	24
Flat & Elongated Pieces (ASTM D4791)	175
Light Weight Pieces (ASTM C123).....	175
Liquid Limit (Cal 204, ASTM D4318).....	75
Los Angeles Abrasion - 1 1/2" and smaller (Cal 211, ASTM C131).....	224
Maximum Density Check Point (ASTM D698/D1557)	88
Maximum Density/Optimum Moisture – 4" (ASTM D698, D1557)	200
Maximum Density/Optimum Moisture – 6" (ASTM D698, D1557)	220
Minimum Density (ASTM D1556).....	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216).....	35
Natural Density - Chunk Sample (ASTM D2937)	41
Natural Moisture/Density Ring or Core Sample (ASTM D2937).....	35
Organic Impurities (Cal 213, ASTM C40).....	90
Organic Matter (ASTM D2974).....	75
Percent Finer than #200 (ASTM C117, ASTM D1140).....	70
Permeability Remold Sample (ASTM D2434)	200
Permeability Remold Sample (ASTM D5084)	Quote
Permeability Undisturbed Sample (ASTM D5084)	Quote
Petrographic Analysis (Cal 215, ASTM C295).....	Quote
pH & Resistivity (Cal 643, ASTM G51).....	126
Plasticity Index (Cal 204, ASTM 4318).....	127
Potential Reactivity (ASTM C289).....	220
Residual Shear (ASTM D6467).....	442
Rock Correction (ASTM D4718).....	26
R-Value (Cal 301, ASTM D2844).....	276
Sand Castle Test (USACE)	195
Sand Equivalent (Cal 217, ASTM D2419)	88
Sieve Analysis (ASTM C136, ASTM D6913, Cal 202)	110
Sieve Analysis with Hydrometer (Cal 203, ASTM D422).....	200
Soil Cement Compression Strength (Cal 312, ASTM D1633).....	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632).....	100
Soluble Chlorides (Cal 422).....	62
Soluble Sulfate (Cal 417).....	62
Soundness 5 Cycles (Cal 214, ASTM C88).....	375
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	115
Specific Gravity Fine Aggregate (Cal 207, ASTM C128).....	115
Triaxial Shear Consolidated - Undrained (ASTM D4767).....	Quote
Triaxial Shear Unconsolidated - Undrained (ASTM D2850).....	Quote
Triaxial Staged Consolidated - Undrained (ASTM D4767)	Quote
Triaxial Staged Unconsolidated - Undrained (ASTM D2850)	Quote
Unconfined Compression (ASTM D2166)	162
Unit Weight Aggregate (Cal 212, ASTM C29)	80

SCST, LLC SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

Asphalt Concrete

Asphalt Core Specific Gravity (Cal 308, ASTM D2726).....	\$58
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188).....	74
Emulsion Content (CTM 382).....	178
Film Stripping (Cal 302).....	Quote
Gyratory Compacted Maximum Specific Gravity (AASHTO T312).....	350
Hamburg Wheel - Plant Produced HMA (AASHTO T324/Cal-Trans Section 39).....	900
Hveem - Maximum Bulk Specific Gravity (Cal 308).....	300
Hveem & Stabilometer Value (Cal 366).....	400
Ignition Oven Correction Factor (AASHTO T308).....	250
Ignition Oven Degradation Factor (AASHTO T308).....	250
Marshall Density, Stability & Flow (ASTM D6927).....	400
Marshall Density (ASTM D6926).....	300
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370).....	50
Moisture Vapor Susceptibility (Cal 307).....	Quote
Optimum Bitumen Content (AASHTO R35/Cal 367).....	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307).....	180
Residue by Evaporation (Cal 331).....	178
Rice - Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041).....	133
Sieve Analysis - Extracted Aggregate (Cal 382, ASTM D5444).....	90
Stability and Flow (ASTM D1559).....	350
Stabilometer Value (Cal 366).....	350
RAP Testing - Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39).....	Quote
RAP Testing - Not Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39).....	Quote
Tensile Strength Ratio - Plant Produced HMA (AASHTO T283).....	900
Wet Track Abrasion (ASTM D3910).....	185

Concrete

2X2 Cube Compression.....	\$27
Concrete Core Compression (ASTM C42).....	59
Concrete Cylinder Compression (Cal 521, ASTM C39).....	27
Flex Beam Modulus of Rupture (Cal 523, ASTM C78).....	74
Modulus of Elasticity (Cal 522, ASTM C469).....	261
Shotcrete Mockup Panel (ASTM C1140).....	1,040
Shotcrete Panel, 3 Cores - Compression (CBC).....	290
Shrinkage - Hardened Concrete (ASTM C157 - Modified).....	371
Split Tensile, Concrete Cylinder (ASTM C496).....	74
Time of Set (ASTM C403).....	200
Trial Batch Fabrication (ASTM C192).....	298
Unit Weight, Hardened Concrete (ASTM C642).....	45
Unit Weight, Lightweight Concrete (ASTM C567).....	59

Masonry

Absorption Block (ASTM C140).....	\$115
Compression Adobe.....	155
Compression Block, Standard (ASTM C140).....	150
Compression, Brick (ASTM C67).....	115
Efflorescence Block.....	175
Efflorescence, Brick (ASTM C67).....	175
Grout Prism Compression (ASTM C1019).....	27
Masonry Core Compression (ASTM C42).....	51
Masonry Core Shear (CBC 2105A.4).....	95
Masonry Prism Compression (ASTM E447).....	150
Mortar Bond Strength - Pull Test (ASTM C482).....	62
Mortar Cylinder Compression.....	27
Mortar Shear Strength (ANSI 118).....	53

SCST, LLC SCHEDULE OF FEES FOR PROFESSIONAL SERVICES CONT.

Masonry - Continued

Relative Mortar Strength (Cal 515)	\$850
Shrinkage - Masonry Block (ASTM C426).....	250
Trial Grout Prisms (ASTM C942).....	38
Water Retention and Air Content (ASTM C270).....	470

Metal

Bolt Assembly - Hardness Test	\$74
Bolt Assembly - Tensile & Proof Load Test.....	125
Modulus of Elasticity (Steel).....	146
Post-Tension Tendon Tensile Testing.....	185
Tensile Strength & Bend Test, Reinforcing Steel (ASTM A615/A706)	125
Tensile Strength #14 - #18 Bar (ASTM A615).....	Quote
Tensile Strength - Mechanical Splices #9 and Smaller (Cal 670).....	Quote
Tensile Strength - Mechanical Splices #10 to #14 (Cal 670).....	Quote
Tensile Strength - Mechanical Splices #18 (Cal 670)	Quote
Tensile Strength and Bend Test, Structural Steel (ASTM A370).....	180

Miscellaneous

Fire Proofing Density Test (ASTM E605)	\$69
Fiber Reinforced Polymer, Tensile (ASTM D3039)	520
Material Preparation	70/hr
Relative Humidity Test (ASTM F2170)	80/kit
Concrete Vapor Emission Kits (ASTM F1869)	72/kit
Test Chamber and Water Spray Rack (ASTM E1105)	275/hour
Miscellaneous Charges	Various
Default Expense	Various

TERMS AND CONDITIONS

All field services will be charged portal to portal with the following minimum charges:

- A two-hour show-up charge will be applied to any service canceled the same day of service.
- The client will be invoiced only for the hours actually worked in 4 and 8 hour increments.
- Work in excess of eight hours up to twelve hours in a single day, will be charged in one-hour increments at 1.5 times the standard rate.
- Work in excess of twelve hours in a day will be charged in one-hour increments at 2.0 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 AM – 5:00 PM) will be charged a premium on a case-by-case basis.

Reimbursables: SCST reserves the right to charge for services outside of the contract in the form of reimbursables. These items include, but are not limited to, the following consumables: diamond coring bits, fuel, patching materials, mileage, travel time, equipment rental and administrative time.

Subcontracted services that are included on the Fee Schedule will be charged at those rates. Subcontracted services not included in our Fee Schedule will be charged at cost. Per Diem charges will be applied to projects outside a 50-mile radius of our office. Mileage will be charged at the rate of 54.4 cents per mile for distances over 50 miles from the location of dispatch.

Invoices for all services completed or in progress will be submitted monthly. These invoices are due in full upon presentation to the client.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

Certification of Costs:

I, the undersigned, certify to the best of my knowledge and belief that all costs identified in our Schedule of Fees are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and conditions. Furthermore, I acknowledge that "mark-ups" for sub-consultant services will not be accepted.

Name: John Kirschbaum, PE

Title: President & COO

Signature: 

Date: March 30, 2020

Celebrating 60 Years!

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1)
AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH
ATLAS TECHNICAL CONSULTANTS, LLC FOR A NOT-TO-EXCEED AMOUNT OF
\$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR
NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT
NOT LIMITED TO, GEOTECHNICAL AND SOILS AND MATERIALS TESTING; AND
2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC
SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR
GRANT FUNDED PROJECTS**

WHEREAS, National City's ("City") Capital Improvement Program ("CIP") estimates approximately \$80 million in Capital Improvement Projects needs over the next five years to include corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development ("LID") measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities; and

WHEREAS, in order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications ("RFQ") for various engineering, architectural and construction support services on May 1, 2019; and

WHEREAS, the RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified; and

WHEREAS, the City also hosted an Information Session regarding the RFQ process on May 14, 2019 at the Martin Luther King Jr. Community Center, which was attended by over 100 people; and

WHEREAS, the City received 71 Statement of Qualifications ("SOQs") from various firms by the June 10, 2019 deadline and reviewed, taking into consideration, among other things, past performance history, knowledge of the environment, the type of services offered, and the cost to the City; and

WHEREAS, based on their SOQ, interview, qualifications, and past performance, staff recommends Executing a three-year Agreement with Atlas Technical Consultants, LLC with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program ("CIP"), including, but not limited to, geotechnical and soils and materials testing; and

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**Resolution No. 2020 -
Page Two**

WHEREAS, in addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor to Execute a three-year Agreement with Atlas Technical Consultants, LLC with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City’s Capital Improvement Program (“CIP”), including, but not limited to, geotechnical and soils and materials testing. Said Agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute any project specific supplemental agreements as may be required for grant funded projects.

PASSED and ADOPTED this 1st day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with Leighton Consulting, Inc. for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, geotechnical and soils and materials testing; and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: September 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with Leighton Consulting, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, geotechnical and soils and materials testing; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PREPARED BY: Tirza Gonzales, Management Analyst II  **DEPARTMENT:** Engineering & Public Works
PHONE: 619-336-4318 **APPROVED BY:** 

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds are appropriated in various CIP accounts for FY 2021; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with Leighton Consulting, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage, and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural, and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms, and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview, and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with Leighton Consulting, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, geotechnical and soils and materials testing. See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BETWEEN
THE CITY OF NATIONAL CITY
AND
LEIGHTON CONSULTING, INC.**

THIS AGREEMENT is entered into on this 1st day of September, 2020, between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and LEIGHTON CONSULTING, INC., a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP);

WHEREAS, on May 1, 2019, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's CIP;

WHEREAS, on June 10, 2019, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is a geotechnical, soils and materials testing firm; and

WHEREAS, based on evaluation of the CONSULTANT SOQ and interview, the CITY has determined that the CONSULTANT 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 to provide on-call CIP project support services for the CITY, 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 September 1, 2020. The duration of this Agreement is for the period of September 1, 2020 through August 31, 2023. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, geotechnical and soils and materials testing.

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services described in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables, and a "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time-and-materials basis, consistent with the detailed scope of work, and within the limits of the "not-to-exceed" cost estimate.

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 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.

4. **PROJECT COORDINATION AND SUPERVISION.** The City Engineer/Director of Public Works 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. Mike Jensen, CEG, 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 "A" shall not exceed \$2,000,000. The compensation for the CONSULTANT's work shall not exceed the rates set forth in Exhibit "B". The CITY will not accept CONSULTANT "mark-ups" for services provided by SUBCONSULTANTS.

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 "A", 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: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) 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 Services 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 set forth in this Agreement. The CONSULTANT, or the CONSULTANT's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT's obligations to the CITY are solely 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. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. 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-section 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 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, 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 negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

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. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

A. **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR's employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

B. **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

C. **Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. **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 Labor 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, employees, and volunteers 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.

18. **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 insurance policies:

A. **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. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the 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. The Certificate Holder for all policies of insurance required by this Section shall be:

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

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category

rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

19. **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.

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: Roberto Yano
City Engineer/Director of Public Works
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Mike Jensen, CEG
Associate Geologist
Leighton Consulting, Inc.
3934 Murphy Canyon Rd., Ste B205
San Diego, CA 92123

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.

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 Section 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. **ADMINISTRATIVE 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. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

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. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *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.

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

J. *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.

K. *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.

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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N. *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

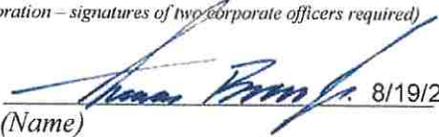
By: _____
Alejandra Sotelo Solis, Mayor

APPROVED AS TO FORM:

By: _____
Angil P. Morris-Jones
City Attorney

LEIGHTON CONSULTING, INC., A CALIFORNIA CORPORATION

(Corporation – signatures of two corporate officers required)

By:  8/19/2020
(Name)

Thomas C. Benson, Jr.
(Print)

President and CEO
(Title)

By:  8/24/20
(Name)

KRIS LUTTEN
(Print)

SENIOR V.P.
(Title)



Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

June 10, 2019

Roberto Yano, PE
Deputy City Engineer
City of National City
Engineering & Public Works Department
1243 National City Boulevard
National City, CA 91950

RE: **Statement of Qualifications (SOQ) to provide On-Call Project Support Services for National City's Capital Improvement Project (CIP) – Discipline: Geotechnical (includes Soils & Materials Testing)**

The Request for Qualifications (RFQ) for On-Call Project Support Services for National City's Capital Improvement Project (CIP) advertised May 1, 2019, seeks to position the most competent, highest quality firms on the City's team to help achieve the utmost value with respect to City-wide improvements. In response to this request, we have assembled a team of professionals that meet this goal and respectfully submit our Statement of Qualifications. Our firm looks forward to the potential opportunity of becoming a part of your team.

Leighton has long-standing roots in San Diego County, having provided geotechnical engineering services for thousands of projects within County boundaries, including dozens of On-Call contracts for the different municipalities, school districts, and water districts within the County, in addition to SANDAG and Caltrans. Leighton's team, led by the proposed project manager, Mike Jensen, has had the privilege of working with National City as a subconsultant on a dozen improvement projects since 2011. Our assembled team brings more than 30+ years of experience in geotechnical work related to design and construction projects in San Diego County. This extensive local experience gives us a strong comprehension of the City's standards and performance expectations.

Our local San Diego office, established in 1979, is located in Kearny Mesa adjacent to the I-15. We provide a local management team with experience and autonomy. Leighton has a deep bench of California licensed Geotechnical Engineers (GEs), Professional Engineers (PE), Professional Geologist (PGs) and Certified Engineering Geologists (CEGs), and also appropriately licensed and experienced field and laboratory staff comprehensively trained and certified for both soils and materials testing and inspection. We are well-staffed, giving us the ability to handle fluctuations in workload.

As Senior Vice President of Leighton Consulting, Inc., I, Kris R. Lutton, am authorized to represent the organization. Should you have any questions or need further information during the proposal evaluation period, please do not hesitate to contact either the Project Manager, Mr. Mike Jensen at (858) 300-8494 or at mjensen@leightongroup.com, or myself at (949) 681-4203 or via email at klutton@leightongroup.com. We look forward to working with National City.

Respectfully Submitted,
LEIGHTON CONSULTING, INC.

Kris R. Lutton
Senior Vice President

EXECUTIVE SUMMARY

Leighton Consulting, Inc. (Leighton) is a collaboration of consulting engineers, geologists, scientists, inspectors, and technicians who provide turnkey geotechnical consulting services across Southern California. Leighton has 58 years of service in the region and a continuous presence in the County of San Diego for more than 35 years.

Leighton has established a strong local presence and has built a successful history with a long list of clients in the area, including the National City (the City), City of San Diego, County of San Diego Public Works, and SANDAG.

Since 2011, Leighton has provided National City with Geotechnical services on a variety of different projects including improvements, modernizations, and design and construction of infrastructure, parks, and housing development. The attached Statement of Qualifications (SOQ) will highlight our capabilities and experience which qualify us to continue to serve National City with the exemplary services our clients have come to expect.

LEIGHTON'S TEAM

We have hand-picked a team of knowledgeable and experienced professionals, all highly skilled in projecting the resources and time needed to bring projects to successful completion and helping the City achieve its goal of avoiding or minimizing costs and schedule delays.

Our team's project manager, Mike Jensen, has more than 21 years of experience in Quality Assurance testing and geotechnical work related to the design and construction of highway and bridge projects in San Diego County. 100% of Leighton's professional personnel hold college degrees, many with post graduate degrees. The City can contract with Leighton in confidence that our personnel have the technical education, training, and experience to provide sound engineering solutions.

Our proposal team, based primarily in San Diego, has a combined 100+ years of local experience including facilities, highways, roads, and underground pipelines. Leighton's San Diego Team knows San Diego from the coastal bluffs, to the faults, canyons, and soils. This knowledge of San Diego geology and local and state agencies means that Leighton's scope of work will be well defined, meaningful to the project site, and the schedule will be realistic taking in to consideration the anticipated time frames for permitting

The key team members presented within this document have an average of 20 years with the company. It is this longevity within our firm that creates an unrivaled internal team history. With this alliance, we are committed to seamlessly become a part of the County team, bringing our 30+ years of experience on public works and capital improvements projects.

Leighton

Contact Information

Mike Jensen, PG, CEG
Sr. Project Geologist
858.300.8494 office
619.247.8721 mobile
mjensen@leightongroup.com

Years of Experience

58 years (Est. 1961)

Size of Organization

175 Employees

Firm Type

CA Corporation

Local Office Location

3934 Murphy Canyon Road,
Suite B-205
San Diego, CA 92123

Office Locations

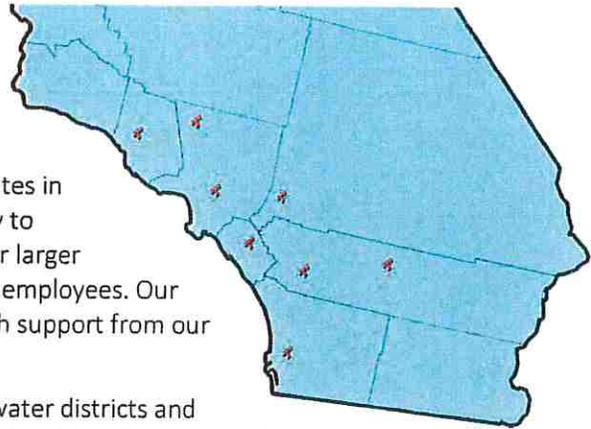
- San Diego [Project Office]
- Temecula
- Irvine
- Los Angeles
- Rancho Cucamonga
- Santa Clarita
- Ventura
- Palm Desert

Licenses

DIR Registration: 1000007443
Contractors: 858635 (A-HAZ)

LEIGHTON'S EXPERIENCE

With 58 years of southern California experience, we have an incomparable history and basis for understanding a site's issues and constraints. In this time, we've successfully completed projects up to \$1.3 billion in construction value and won over 50 awards for engineering excellence. Leighton is structured and operates in strategically located offices with management autonomy to provide services as needed, along with the backing of our larger corporate resources and personnel strength of over 175 employees. Our services will be mobilized out of our San Diego office with support from our seven other southern California offices, as needed.



Our municipal infrastructure experience for cities, local water districts and regional authorities includes geotechnical testing and materials testing support for numerous roadways, reservoirs, pump stations, transmission lines, and other city maintenance and water treatment facilities. We have worked for every city in San Diego County, either directly or indirectly, during construction of infrastructure projects.

We have worked with the city engineering and public works to provide pavement sections utilizing geosynthetic materials and project specific recommendation to minimize impacts to existing improvements such as shallow underground utilities which provides costs savings and increases production during construction. We have also recently provided geotechnical services with the Port of San Diego at the Pasha Site, 32nd street Marina, and Pepper Park.

Leighton specializes in As-Needed contracts, primarily with large public entities. We have enjoyed building long-term relationships with our many repeat clients—our strength and stability over five decades has allowed us to build a loyal and diverse public and private client base. Some of our local, long-term clients include:

Local San Diego County On-Call Contracts

- San Diego Housing Commission
- San Diego Association of Governments
- San Diego Metropolitan Transit System
- Caltrans D11: Construction Management On-Call
- City of National City, c/o Kimley Horn Associates
- City of San Diego
- City of Carlsbad
- Grossmont-Cuyamaca Community College District
- Grossmont Union High School District
- Helix Water District
- Olivenhain Municipal Water District
- Padre Dam Municipal Water District
- San Marcos Unified School District

Major Southern California On-Call Contracts

- Metropolitan Water District c/o Carollo
- Southern California Edison Company
- City of Los Angeles Dept. of Public Works
- City of Los Angeles Harbor Department
- County of LA, Chief Executive Office
- County of LA Department of Public Works
- LA Metropolitan Transportation Authority
- LA Department of Water and Power
- G&M Oil

EXPERIENCE & TECHNICAL COMPETENCE

A. DISCIPLINE: GEOTECHNICAL (INCLUDING SOILS & MATERIALS TESTING)

Leighton is accustomed to utilizing all of our resources, whether for technical expertise or schedule demands. Currently, Leighton's project work is a result of 80% repeat clients. We attain such a high percentage of repeat business by meeting design and construction schedules with competent and trained personnel and quality laboratory results. Leighton's local, in-house, and available resources include numerous registered professionals and even more support personnel such as staff engineers, geologists, engineering technicians, inspectors and a CAD operator. An additional 130 resources are available within 60 miles—added to our many local subconsultants, and your projects will not be delayed because of Leighton. We have ample resources to ensure your projects are given the full and prompt attention they require.

B. STAFFING PLAN/PERSONNEL

Leading the Leighton Team is our Project Manager, Mike Jensen, a Certified Engineering Geologist. Mr. Jensen will approach each task under this contract individually and assign the project teams based upon a foundation of specific knowledge, and project experience, and prior collaborations with National City. Mr. Jensen will be in charge of approving submittals and coordinating with the City, State, and other affected agencies. His broad technical background enables him to effectively deploy our technical bench by keeping our experts focused on tasks at hand by establishing and implementing clear guidelines and objectives. He has repeatedly demonstrated his ability to deliver on time and on budget. Additional details of Mr. Jensen's credentials are provided later in this section (resume)

Leighton's team will be available to the City throughout the duration of this contract and assures that an adequate number of qualified professionals will be made available to the City to perform the services proposed. Leighton is staffed with a deep bench of registered/certified engineers, geologists, scientists, inspectors, and technicians located across the southern California region, throughout our seven other office locations. Should the occasion arise that a member of the proposed staff is unavailable, any number of Leighton's bench of registered professionals and field staff can be made available to the city and can quickly mobilize to meet needs.

C. ORGANIZATIONAL CHART

We have hand-picked a team of knowledgeable and experienced professionals, all highly skilled in projecting the resources and time needed to bring any project, even one with an unforeseen challenge, to its successful completion and help the City achieve its goal of avoiding or minimizing costs and schedule delays. The Organizational Chart on the following page illustrates the structure of our project team, including reporting relationships to the Project Manager and supervision of project team staff. Resumes of staff experience are provided on the pages that follow.

METHOD	\$/TEST	METHOD	\$/TEST
TRIAXIAL TESTS		HYDRAULIC CONDUCTIVITY TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166)	135	Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):	310
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress)	170	- Each additional effective stress	120
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress)	375	- Hand trimming of soil samples for horizontal K	60
Consolidated drained triaxial compression test (CD, USACE S test), with volume change measurement. Price per soil type below EM 1110-2-1906(X):		Remolding of test specimens	65
- Sand or silty sand soils (per confining stress)	375	Permeability of granular soils (ASTM D2434)	135
- Silt or clayey sand soils (per confining stress)	500	Soil suction (filter paper method, ASTM D5298)	400
- Clay soils (per confining stress)	705		
- Three-stage triaxial (sand or silty sand soils)	655	SOIL-CEMENT	
- Three-stage triaxial (silt or clayey sand soils)	875	Moisture-density curve for soil-cement mixtures (ASTM D558)	240
- Three-stage triaxial (clay soils)	1,235	Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,205
Remolding of test specimens	65	Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹	60
		Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235
		¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS		AGGREGATE PROPERTIES	
Concrete cylinders compression (ASTM C39) (6" x 12")	25	Bulk density and voids in aggregates (AASHTO T19/ASTM C29/CTM 212)	50
Concrete cylinders compression (ASTM C39) (4" x 8")	22	Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213)	60
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42)	40	LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211)	200
Trimming concrete cores (per core)	20	LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211)	250
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523)	85	Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208)	130
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523)	85	Clay lumps, friable particles (AASHTO T112/ASTM C142)	175
Non shrink grout cubes (2 inch, ASTM C109/C1107)	25	Durability Index (AASHTO T210/ASTM D3744/CTM 229)	200
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157)	400	Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226)	40
Length of concrete cores (CTM 531)	40	Uncompacted void content of fine aggregate (AASHTO T304/ASTM C1252/CTM 234)	130
HOT MIX ASPHALT (HMA)		Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205)	135
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371)	2,100	Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235)	215
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324)	900	Cleanness value of coarse aggregate (CTM 227)	210
Superpave gyratory compaction (AASHTO T312/ASTM D6925)	350	Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214)	225
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382)	150	Soundness, sodium (AASHTO T104/ASTM C88/CTM 214)	650
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382)	1,350	MASONRY	
Extraction by centrifuge, percent asphalt (ASTM D2172)	150	Mortar cylinders (2" by 4", ASTM C780)	25
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202)	135	Grout prisms (3" by 6", ASTM C1019)	25
Stabilometer, S-Value (ASTM D1560/CTM 366)	265	Masonry cores compression, ≤6" diameter (testing only, ASTM C42)	40
Bituminous mixture preparation (AASHTO R30/CTM 304)	80	Masonry core-shear, Title 24 (test only)	80
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370)	60	Veneer bond strength, cost for each (5 required, ASTM C482)	55
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308)	50	CMU compression to size 8" x 8" x 16" (3 required, ASTM C140)	45
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308)	55	CMU moisture content, absorption & unit weight (6 required, ASTM C140)	40
Maximum density - Hveem (CTM 308)	200	CMU linear drying shrinkage (ASTM C426)	175
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309)	130	CMU grouted prisms (compression test ≤8" x 8" x 16", ASTM C1314)	180
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549)	40	CMU grouted prisms (compression test > 8" x 8" x 16", ASTM C1314)	250
Wet track abrasion of slurry seal (ASTM D3910)	150	BRICK	
Rubberized asphalt (add to above rates)	+ 25%	Compression (cost for each, 5 required, ASTM C67)	40

METHOD	\$/TEST	METHOD	\$/TEST
REINFORCING STEEL		SPRAY APPLIED FIREPROOFING	
Rebar tensile test up to ≤ No. 10 bars (ASTM A370)	45	Unit weight (density, ASTM E605)	60
Rebar tensile test > No. 10 bars ≤ No. 17 (ASTM A370)	100	BEARING PADS/PLATES AND JOINT SEAL	
Rebar bend test, up to ≤ No. 10 bars (ASTM A370)	45	Elastomeric bearing pads (Caltrans SS 51-3)	990
Rebar bend test > No. 10 bars ≤ No. 17 (ASTM A370)	150	Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3)	1230
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775)	45	Type A Joint Seals (Caltrans SS 51-2)	1620
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775)	65	Type B Joint Seals (Caltrans SS 51-2)	1530
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775)	55	Bearing plates (A536)	720
Tensile strength, ≤100,000 pounds axial load (ASTM A370)	45	STREET LIGHTS/SIGNALS	
Prestressing wire, tension (ASTM A416)	150	100W HPS Lighting (Caltrans RSS 86)	1296
Sample preparation (cutting)	50	SAMPLE TRANSPORT	
Resistance butt-welded hoops/bars, up to No. 10 (CTM 670)	180	Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office)	90
Post-tensioned bars (ASTM A772)	420		

EQUIPMENT, SUPPLIES & MATERIALS

	\$/UNIT		\$/UNIT
1/4 inch Grab plates	5 each	Mileage (IRS Allowable)	0.58 mile
1/4 inch Tubing (bonded)	0.55 foot	Moisture test kit (excludes labor to perform test, ASTM E1907)	60 test
1/4 inch Tubing (single)	0.35 foot	Nuclear moisture and density gauge	88 day
3/8 inch Tubing, clear vinyl	0.55 foot	Pachometer	25 day
4-Gas meter (RKI Eagle or similar)/GEM 2000	130 day	Particulate Monitor	125 day
Air flow meter and purge pump (200 cc/min)	50 day	pH/Conductivity/Temperature meter	55 day
Box of 24 soil drive-sample rings	120 box	Photo-ionization Detector (PID)	120 day
Brass sample tubes	10 each	Pump, Typhoon 2 or 4 stage	50 day
Caution tape (1000-foot roll)	20 each	QED bladder pump w/QED control box	160 day
Combination lock or padlock	11 each	Quire fee – Phase I only	200 each
Compressed air tank and regulator	50 day	Resistivity field meter & pins	50 day
Concrete coring machine (≤6-inch-dia)	150 day	Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40	15 each
Consumables (gloves, rope, soap, tape, etc.)	35 day	Slope inclinometer	200 day
Core sample boxes	11 each	Soil sampling T-handle (Encore)	10 day
Crack monitor	25 each	Soil sampling tripod	35 day
Cutoff saws, reciprocating, electric (Sawzall®)	75 day	Stainless steel bailer	40 day
Disposable bailers	12 each	Submersible pump, 10 gpm, high powered Grundfos 2-inch with controller	160 day
Disposable bladders	10 each	Submersible pump/transfer pump, 10-25 gpm	50 day
Dissolved oxygen meter	45 day	Support service truck usage (well installation, etc.)	200 day
DOT 55-gallon containment drum with lid	65 drum	Survey/fence stakes	8 each
Double-ring infiltrometer	125 day	Tedlar® bags	18 each
Dual-stage interface probe	80 day	Traffic cones (≤25)/barricades (single lane)	50 day
Dynamic Cone Penetrometer	400 day	Turbidity meter	70 day
Generator, portable gasoline fueled, 3,500 watts	90 day	Tyvek® suit (each)	18 each
Global Positioning System/Laser Range Finder	80 day	Vapor sampling box	55 day
Hand auger set	90 day	Vehicle usage (carrying equipment)	20 hour
HDPE safety fence (≤100 feet)	40 roll	VelociCalc	35 day
Horiba U-51 water quality meter	135 day	Visqueen (20 x 100 feet)	100 roll
Light tower (towable vertical mast)	150 day	Water level indicator (electronic well sounder) <300 feet deep well	60 day
Magnehelic gauge	15 day	ZIPLEVEL®	15 day
Manometer	25 day		

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site

TERMS & CONDITIONS

- **Expiration:** This fee schedule shall remain fixed throughout the term of the contract.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, you will be notified and additional fees will be charged.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
 - 4 hours: 4-hour minimum charge up to the first four hours of work
 - 8 hours: 8-hour minimum charge for over four hours of work, up to eight hours.
 Project time accrued includes portal to portal travel time.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH LEIGHTON CONSULTING, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, GEOTECHNICAL AND SOILS AND MATERIALS TESTING; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS

WHEREAS, National City's ("City") Capital Improvement Program ("CIP") estimates approximately \$80 million in Capital Improvement Projects needs over the next five years to include corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development ("LID") measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities; and

WHEREAS, in order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications ("RFQ") for various engineering, architectural and construction support services on May 1, 2019; and

WHEREAS, the RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified; and

WHEREAS, the City also hosted an Information Session regarding the RFQ process on May 14, 2019 at the Martin Luther King Jr. Community Center, which was attended by over 100 people; and

WHEREAS, the City received 71 Statement of Qualifications ("SOQs") from various firms by the June 10, 2019 deadline and reviewed, taking into consideration, among other things, past performance history, knowledge of the environment, the type of services offered, and the cost to the City; and

WHEREAS, based on their SOQ, interview, qualifications, and past performance, City Staff recommends Executing a three-year Agreement with Leighton Consulting, Inc. with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, geotechnical and soils and materials testing; and

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**Resolution No. 2020 -
Page Two**

WHEREAS, in addition, City Staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor to Execute a three-year Agreement with Leighton Consulting, Inc. with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City’s CIP, including, but not limited to, geotechnical and soils and materials testing. Said Agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute any project specific supplemental agreements as may be required for grant funded projects.

PASSED and ADOPTED this 1st day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with Ninyo & Moore Geotechnical & Environmental Sciences Consultants for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, geotechnical and soils and materials testing; and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: September 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with Ninyo & Moore Geotechnical & Environmental Sciences Consultants for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, geotechnical and soils and materials testing; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PREPARED BY: Tirza Gonzales, Management Analyst II  **DEPARTMENT:** Engineering & Public Works

PHONE: 619-336-4318

APPROVED BY:  _____

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds are appropriated in various CIP accounts for FY 2021; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with Ninyo & Moore Geotechnical & Environmental Sciences Consultants for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage, and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural, and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms, and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview, and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with Ninyo & Moore Geotechnical & Environmental Sciences Consultants for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, geotechnical and soils and materials testing. See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BETWEEN
THE CITY OF NATIONAL CITY
AND
NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES
CONSULTANTS**

THIS AGREEMENT is entered into on this 1st day of September, 2020, between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP);

WHEREAS, on May 1, 2019, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's CIP;

WHEREAS, on June 10, 2019, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is a geotechnical, soils and materials testing firm; and

WHEREAS, based on evaluation of the CONSULTANT SOQ and interview, the CITY has determined that the CONSULTANT 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 to provide on-call CIP project support services for the CITY, 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 September 1, 2020. The duration of this Agreement is for the period of September 1, 2020 through August 31, 2023. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, geotechnical and soils and materials testing.

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services described in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables, and a "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time-and-materials basis, consistent with the detailed scope of work, and within the limits of the "not-to-exceed" cost estimate.

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 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.

4. **PROJECT COORDINATION AND SUPERVISION.** The City Engineer/Director of Public Works 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. Jeffrey Kent, PE, GE, 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 "A" shall not exceed \$2,000,000. The compensation for the CONSULTANT's work shall not exceed the rates set forth in Exhibit "B". The CITY will not accept CONSULTANT "mark-ups" for services provided by SUBCONSULTANTS.

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 "A", 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: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) 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 Services 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 set forth in this Agreement. The CONSULTANT, or the CONSULTANT's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT's obligations to the CITY are solely 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. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. 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-section 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 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, 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 negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

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. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

A. **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR's employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

B. **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

C. **Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. **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 Labor 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, employees, and volunteers 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.

18. **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 insurance policies:

A. **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. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

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

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the 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. The Certificate Holder for all policies of insurance required by this Section shall be:

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

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category

rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

19. **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.

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: Roberto Yano
City Engineer/Director of Public Works
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Jeffrey Kent, PE, GE
Principal Engineer
Ninyo and Moore Geotechnical & Environmental Sciences Consultants
5710 Ruffin Rd.
San Diego, CA 92123

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.

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 Section 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. **ADMINISTRATIVE 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. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

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. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *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.

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

J. *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.

K. *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.

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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N. *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

**NINYO AND MOORE GEOTECHNICAL &
ENVIRONMENTAL SCIENCES
CONSULTANTS**

(Corporation – signatures of two corporate officers required)

By: _____
Alejandra Sotelo Solis, Mayor

By: *[Signature]*
(Name)

Arvam Ninyo
(Print)

APPROVED AS TO FORM:

President
(Title)

By: _____
Angil P. Morris-Jones
City Attorney

By: *Elaine O. Autes*
(Name)

Elaine O. Autes
(Print)

Assistant Secretary
(Title)



Geotechnical & Environmental Sciences Consultants

June 10, 2019
Proposal No. 02-01745

Mr. Robert Yano, PE
Deputy City Engineer
City of National City
Engineering & Public Works Department
1243 National City Boulevard
National City, California 91950

Subject: Request for Qualifications (RFQ) to Provide On-Call Project Support Services for National City's Capital Improvement Program (CIP) - GEOTECHNICAL SERVICES

Dear Mr. Yano:

Ninyo & Moore, a California Corporation and certified Minority Business Enterprise (MBE), is pleased to submit this statement of qualifications to the City of National City (City) to provide On-Call Project Support Services for the CIP for the following discipline:

- **Geotechnical** (includes Soils & Materials Testing)

Since 1986, Ninyo & Moore has successfully provided services to public agencies throughout San Diego County and Southern California. Over the past 20 years, the City has contracted with Ninyo & Moore to provide geotechnical engineering, materials testing and special inspection, and environmental consulting services, and our team is familiar with the needs and goals of the City. We are proud of our contributions to the growth and development of the City and we hope to continue to be part of the future development.

We are confident that our team of professionals is highly-qualified to provide these services and offer National City the following benefits:

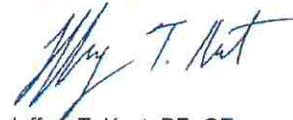
- ✓ **HISTORY OF SUCCESS PROVIDING SIMILAR SERVICES:** Ninyo & Moore has provided on-call geotechnical and construction materials testing and special inspection services to numerous public agencies throughout San Diego County, including the City of National City, Port of San Diego, Sweetwater Authority, City of Chula Vista, City of San Diego, and County of San Diego. Based on these experiences, our dedicated team is familiar with the unique needs and challenges faced by public agencies with regard to planning, design, engineering, and construction, and have successfully saved clients time and money by leveraging our knowledge gained from past project successes.
- ✓ **SUCCESSFUL APPROACH TO PROVIDING ON-CALL SERVICES:** We understand the nature of the work required and the importance of offering a comprehensive range of geotechnical consulting services, in a responsive manner, using project-proven methods. This improves our response time and mobilization of the qualified individuals to execute the task at hand. We have designed our team with maximum flexibility for demanding project requirements including the assignment of concurrent task orders.
- ✓ **RESPONSIVENESS:** Ninyo & Moore personnel are experienced and prepared for those projects that are considered emergencies. We are quite accustomed to responding on little to no notice with the ability to staff a project with the properly qualified personnel. Our proposed staff are available for weekend and/or around-the-clock efforts. The core team is also supported by staff in other offices.
- ✓ **EXPERIENCED LEADERSHIP TEAM:** Ninyo & Moore's team will be led by Jeffrey T. Kent, PE, GE, Project Manager, with executive support from Principal-in-Charge, Mark Cuthbert, PE. Mr. Kent offers the City 18 years of experience providing geotechnical engineering, construction materials testing, and special inspection throughout Southern California.

Mr. Cuthbert has provided executive oversight for thousands of San Diego County projects over his 33 year tenure with Ninyo & Moore and has participated in revisions and updates to the Division of State Architect (DSA) Administrative Code.

- ✓ **RESPONSIVE AND COST-EFFECTIVE** - Ninyo & Moore has established and implemented effective management control systems for efficient project administration, and has trained our staff to respond quickly and efficiently to task orders and project situations as they arise in order to meet accelerated project deadlines. With our office located in San Diego, response time to City requests has historically been, and will continue to be, prompt. Ninyo & Moore will be readily available for meetings, job walks, and any other job-related activities. Additionally, Ninyo & Moore has developed flexible management systems, which allow project managers to draw on experienced technical and administrative personnel throughout the company. Clients have commended us for our ability to perform cost effectively within tight schedules, while maintaining technical integrity. Adherence to the short time frames associated with many projects illustrates our team's understanding and dedication to satisfying project requirements in an expedient manner.
- ✓ **QUALIFIED STAFF TO RESPOND TO A VARIETY OF TASKS:** Ninyo & Moore has a team of over 450 professionals and has the in-house resources to support this contract throughout its duration. The references we have provided can attest to our responsiveness and quality deliverables.

We enthusiastically submit this response to your RFQ, and we look forward to the opportunity to work with the City again. We are available to answer any questions during your evaluation period and we look forward to presenting our experience and qualifications in person.

Sincerely,
NINYO & MOORE



Jeffrey T. Kent, PE, GE
Project Manager
jkent@ninyoandmoore.com
p. 858.576.1000 ext. 11283

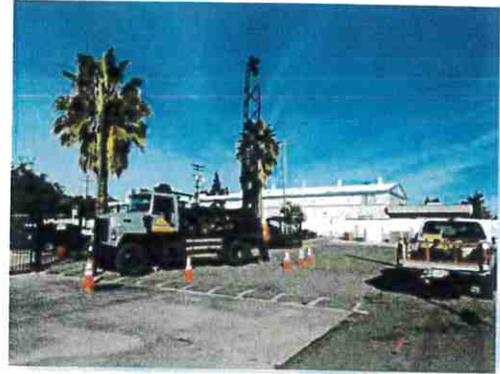


Mark Cuthbert, PE
Principal-in-Charge
mcuthbert@ninyoandmoore.com
p. 858.576.1000 ext. 11237

JTK/MC/kej
Distribution: (3) Hard Copies; (1) Electronic Submission

LOCAL FIRM WITH EXTENSIVE KNOWLEDGE OF THE LOCAL ENVIRONMENT

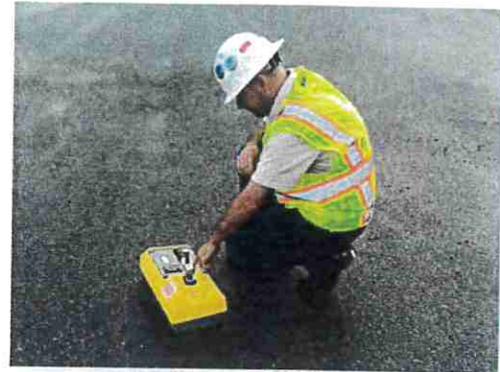
Established in San Diego in 1986, Ninyo & Moore has been serving public agencies throughout San Diego since our founding and is proud of the contributions we have made to the various cities and notable projects throughout San Diego County. Ninyo & Moore held an on-call contract with the City from 2009 to 2014 for geotechnical engineering and soils and construction material testing and special inspection. Additionally, Ninyo & Moore has provided services for approximately 400 projects for other public and private entities in National City. As a result of these experiences, we have extensive knowledge of geologic, hydrogeologic, and environmental conditions, and regulatory requirements associated with the requested services.



Field investigation with borings using a drill rig

HISTORY OF COMPLETING PROJECTS ON SCHEDULE AND BUDGET

Ninyo & Moore has a lengthy history of successful contract management as evidenced by our multiple, concurrent on-call contract awards for public agencies such as the Sweetwater Authority, City of Carlsbad, and City of Chula Vista. These experiences have resulted in schedule and cost savings for our clients. One example of delivering value involved roadway improvements for the City of Carlsbad. Several of the project task orders involved work along roadways that are heavily traveled, especially during morning and afternoon commutes. Services were performed during off-peak hours and utilized limited access equipment to reduce the amount of traffic control used and to lessen the impacts to traffic flow while maintaining the project schedule.



Asphalt concrete pavement density testing

EXPERIENCE WITH GRANT MANAGEMENT AND REPORTING

Ninyo & Moore has been assisting municipal agencies with accessing funding sources for brownfield projects since 1998. Our activities have included:

- Development of brownfield programs
- Preparation of US Environmental Protection Agency (EPA) Brownfield Grant proposals
- Preparation of Brownfield Inventories
- Assistance with EPA's Brownfield program reporting and tracking
- Public outreach support and documentation
- Leveraging other public and private funding sources, including introducing developers to brownfield site owners to support site cleanup and redevelopment



Jack and bore trenching observation

Experience and Technical Competence



A. Proposed Disciplines of Interest

Ninyo & Moore is confident that our team can successfully provide the following services to the City:

- **Geotechnical** (includes Soils & Materials Testing)

B and C. Staffing Plan and Team Organization

For this on-call services contract, we have carefully assembled a qualified and experienced team, which includes professional geologists, engineering geologists, geotechnical engineers, civil engineers, field technicians, special inspectors, and laboratory technicians. The assigned staff are licensed or certified in their specific disciplines and are fully committed to providing the necessary resources for successful project completion. They bring a combination of strong technical and contract management skills and were selected with specific attention to the anticipated scope of work for the City's CIP Projects.

The strength of the Ninyo & Moore team lies in the quality, diversity, and technical experience of the key personnel and staff, and in the personal involvement of the Principals and Project Managers. We maintain our exceptional reputation in the industry by providing high quality technical expertise while meeting difficult work schedules and budgetary goals. This is made possible through our methodical project management approach and our ability to effectively utilize company resources for projects.

All work under this contract will be performed by or conducted under the direction and supervision of California-licensed professionals with the experience and capability to oversee such work. Specifically, our Project Manager, Jeffrey T. Kent, will be the licensed professional approving submittals as appropriate and coordinating with the City and other relevant agencies. The existing and anticipated workload of the team is such that we are able to commit the necessary time and resources through the duration of this contract. Assigned staff are thoroughly familiar with the needs of the City relative to servicing on-call contracts.

In the following pages, we have provided an organization chart outlining the team roles and flow of communication, followed by a table outlining each individual's credentials and duties, and detailed resumes for each assigned staff member. Using these personnel, we assure the City we have adequate staff and the availability to service the City for this on-call contract.

Schedule of Fees for Laboratory Testing

TEST DESCRIPTION	FEES
SOILS	
Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 560
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2436, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2436	\$ 150
Consolidation - Time Rate, D 2435, CT 219	\$ 200
Direct Shear - Remolded, D 3000	\$ 350
Direct Shear - Undisturbed, D 3080	\$ 300
Comability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 180
Expansion Potential (Method A), D 4648	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5004	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 228	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 998, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2944, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.U., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pond pressure, D 4787, T 2287 per pt.	\$ 450
Triaxial Shear, C.U., w/o pond pressure, D 4767, T 2287 per pt.	\$ 350
Triaxial Shear, U.U., D 2860	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180
MASONRY	
Brick Absorption, 24-hour submercion, 5-Jr boiling, 7-day, C 87	\$ 70
Brick Compression Test, C 87	\$ 55
Brick Efflorescence, C 87	\$ 55
Brick Modulus of Rupture, C 87	\$ 50
Brick Moisture as received, C 87	\$ 45
Brick Saturation Coefficient, C 87	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200
REINFORCING AND STRUCTURAL STEEL	
Chemical Analysis, A 36, A 815	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 418	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 618 & A 708	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80
CONCRETE	
Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 823	\$ 98
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrography Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x3 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55
ASPHALT	
Air Voids, T 269	\$ 85
Asphalt Mix Design, Collins (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 180
Film Stripping, CT 302	\$ 120
Five-Minute Stability and Unit Weight D 1560, T 246, CT 388	\$ 225
Marshall Stability, Flow and Unit Weight, T 246	\$ 200
Maximum Theoretical Unit Weight, D 2041, CT 308	\$ 150
Moisture Content, CT 370	\$ 100
Moisture Susceptibility and Tensile Stress Ratio, T 298, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,500
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 100
Unit Weight sample or core, C 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 80
Voids filled with Asphalt, (VFA) CT LP-3	\$ 80
Wax Density, D 1188	\$ 100
AGGREGATES	
Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 200
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particles, D 4791	\$ 180
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 80
Organic Impurities, C 40	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 125
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 125
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 480
Specific Gravity and Absorption, Coarse, C 127, CT 208	\$ 110
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 110
ROOFING	
Roofing Tile Absorption, (set of 5), C 87	\$ 100
Roofing Tile Strength Test, (set of 5), C 87	\$ 100

Special preparation of standard test specimens will be charged at the technician's hourly rate.
 Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON-PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Nirvo & Moore

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. City of National City On-Call Services

Contract No. TBD

Participation Amount \$ TBD

Date July 13, 2020

For Combined Rate	Fringe Benefit % + General Administrative %	=	133.92%
	OR		
For Home Office Rate	Fringe Benefit % + General Administrative %	=	133.92%
For Field Office Rate	Fringe Benefit % + General Administrative %	=	133.92%
	FEE	=	10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Company Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5X)	OT(2X)	From	To			
Kenneth H. Mansir, PE, GE Principal Engineer	\$200.39	N/A	N/A	1/1/20	12/31/20	\$77.88	0%	Not applicable
	\$200.39	N/A	N/A	1/1/21	12/31/21	\$77.88	0%	
	\$200.39	N/A	N/A	1/1/22	12/31/22	\$77.88	0%	
	\$200.39	N/A	N/A	1/1/23	12/31/23	\$77.88	0%	
Stephen Waide, CIH, CSP Health and Safety Director	\$188.04	N/A	N/A	1/1/20	12/31/20	\$73.08	0%	Not applicable
	\$188.04	N/A	N/A	1/1/21	12/31/21	\$73.08	0%	
	\$188.04	N/A	N/A	1/1/22	12/31/22	\$73.08	0%	
	\$188.04	N/A	N/A	1/1/23	12/31/23	\$73.08	0%	
Ronald Halbert, PE Principal Engineer	\$163.29	N/A	N/A	1/1/20	12/31/20	\$63.46	0%	Not applicable
	\$163.29	N/A	N/A	1/1/21	12/31/21	\$63.46	0%	
	\$163.29	N/A	N/A	1/1/22	12/31/22	\$63.46	0%	
	\$163.29	N/A	N/A	1/1/23	12/31/23	\$63.46	0%	
Jeffrey T. Kern, PE, GE Principal Engineer	\$160.82	N/A	N/A	1/1/20	12/31/20	\$62.50	0%	Not applicable
	\$160.82	N/A	N/A	1/1/21	12/31/21	\$62.50	0%	
	\$160.82	N/A	N/A	1/1/22	12/31/22	\$62.50	0%	
	\$160.82	N/A	N/A	1/1/23	12/31/23	\$62.50	0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Company Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5X)	OT(2x)	From	To			
	\$160.82	N/A	N/A	1/1/23	12/31/23	\$62.50	0%	
Mark Cuthbert, PE Principal Engineer	\$159.28	N/A	N/A	1/1/20	12/31/20	\$61.90	0%	Not applicable
	\$159.28	N/A	N/A	1/1/21	12/31/21	\$61.90	0%	
	\$159.28	N/A	N/A	1/1/22	12/31/22	\$61.90	0%	
	\$159.28	N/A	N/A	1/1/23	12/31/23	\$61.90	0%	
Gregory T. Farrand, PG, CEG Principal Geologist	\$157.11	N/A	N/A	1/1/20	12/31/20	\$61.06	0%	Not applicable
	\$157.11	N/A	N/A	1/1/21	12/31/21	\$61.06	0%	
	\$157.11	N/A	N/A	1/1/22	12/31/22	\$61.06	0%	
	\$157.11	N/A	N/A	1/1/23	12/31/23	\$61.06	0%	
Stephan Beck, PG, CEG, HG, QSD/QSP Principal Geologist	\$158.97	N/A	N/A	1/1/20	12/31/20	\$61.78	0%	Not applicable
	\$158.97	N/A	N/A	1/1/21	12/31/21	\$61.78	0%	
	\$158.97	N/A	N/A	1/1/22	12/31/22	\$61.78	0%	
	\$158.97	N/A	N/A	1/1/23	12/31/23	\$61.78	0%	
Beth Abramson-Beck, PG Principal Geologist	\$148.44	N/A	N/A	1/1/20	12/31/20	\$57.69	0%	Not applicable
	\$148.44	N/A	N/A	1/1/21	12/31/21	\$57.69	0%	
	\$148.44	N/A	N/A	1/1/22	12/31/22	\$57.69	0%	
	\$148.44	N/A	N/A	1/1/23	12/31/23	\$57.69	0%	
William Morrison, PE, GE Senior Engineer	\$152.15	N/A	N/A	1/1/20	12/31/20	\$59.13	0%	Not applicable
	\$152.15	N/A	N/A	1/1/21	12/31/21	\$59.13	0%	
	\$152.15	N/A	N/A	1/1/22	12/31/22	\$59.13	0%	
	\$152.15	N/A	N/A	1/1/23	12/31/23	\$59.13	0%	
Madan Chirumalla, PE, GE Senior Engineer	\$148.44	N/A	N/A	1/1/20	12/31/20	\$57.69	0%	Not applicable
	\$148.44	N/A	N/A	1/1/21	12/31/21	\$57.69	0%	
	\$148.44	N/A	N/A	1/1/22	12/31/22	\$57.69	0%	
	\$148.44	N/A	N/A	1/1/23	12/31/23	\$57.69	0%	
Todd Schmitz, PG, CEG Senior Project Geologist	\$136.07	N/A	N/A	1/1/20	12/31/20	\$52.88	0%	Not applicable
	\$136.07	N/A	N/A	1/1/21	12/31/21	\$52.88	0%	
	\$136.07	N/A	N/A	1/1/22	12/31/22	\$52.88	0%	
	\$136.07	N/A	N/A	1/1/23	12/31/23	\$52.88	0%	
Robert Wheeler, PG, CEG Senior Geologist	\$126.19	N/A	N/A	1/1/20	12/31/20	\$49.04	0%	Not applicable
	\$126.19	N/A	N/A	1/1/21	12/31/21	\$49.04	0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Company Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
	\$126.19	N/A	N/A	1/1/22	12/31/22	\$49.04	0%	
	\$126.19	N/A	N/A	1/1/23	12/31/23	\$49.04	0%	
Marci Richards, PG, QSD/QSD, QJSP Senior Geologist	\$123.72	N/A	N/A	1/1/20	12/31/20	\$48.08	0%	Not applicable
	\$123.72	N/A	N/A	1/1/21	12/31/21	\$48.08	0%	
	\$123.72	N/A	N/A	1/1/22	12/31/22	\$48.08	0%	
	\$123.72	N/A	N/A	1/1/23	12/31/23	\$48.08	0%	
Kai Vedenoja, PE Senior Project Engineer	\$123.72	N/A	N/A	1/1/20	12/31/20	\$48.08	0%	Not applicable
	\$123.72	N/A	N/A	1/1/21	12/31/21	\$48.08	0%	
	\$123.72	N/A	N/A	1/1/22	12/31/22	\$48.08	0%	
	\$123.72	N/A	N/A	1/1/23	12/31/23	\$48.08	0%	
Adrian Olivares Senior Environmental Scientist	\$117.51	N/A	N/A	1/1/20	12/31/20	\$45.67	0%	Not applicable
	\$117.51	N/A	N/A	1/1/21	12/31/21	\$45.67	0%	
	\$117.51	N/A	N/A	1/1/22	12/31/22	\$45.67	0%	
	\$117.51	N/A	N/A	1/1/23	12/31/23	\$45.67	0%	
Gabriel Smith, PE, GE Project Engineer	\$115.04	N/A	N/A	1/1/20	12/31/20	\$44.71	0%	Not applicable
	\$115.04	N/A	N/A	1/1/21	12/31/21	\$44.71	0%	
	\$115.04	N/A	N/A	1/1/22	12/31/22	\$44.71	0%	
	\$115.04	N/A	N/A	1/1/23	12/31/23	\$44.71	0%	
Christina Tretinjak, PG, CEG Senior Project Geologist	\$105.14	N/A	N/A	1/1/20	12/31/20	\$40.86	0%	Not applicable
	\$105.14	N/A	N/A	1/1/21	12/31/21	\$40.86	0%	
	\$105.14	N/A	N/A	1/1/22	12/31/22	\$40.86	0%	
	\$105.14	N/A	N/A	1/1/23	12/31/23	\$40.86	0%	
Nicolas Carpenter, CAC, LRC PM, LRC I/A Senior Project Environmental Scientist	\$105.14	N/A	N/A	1/1/20	12/31/20	\$40.86	0%	Not applicable
	\$105.14	N/A	N/A	1/1/21	12/31/21	\$40.86	0%	
	\$105.14	N/A	N/A	1/1/22	12/31/22	\$40.86	0%	
	\$105.14	N/A	N/A	1/1/23	12/31/23	\$40.86	0%	
Christine Kuhns, PE Project Engineer	\$103.90	N/A	N/A	1/1/20	12/31/20	\$40.38	0%	Not applicable
	\$103.90	N/A	N/A	1/1/21	12/31/21	\$40.38	0%	
	\$103.90	N/A	N/A	1/1/22	12/31/22	\$40.38	0%	
	\$103.90	N/A	N/A	1/1/23	12/31/23	\$40.38	0%	
Zachary...	\$102.72	N/A	N/A	1/1/20	12/31/20	\$40.38	0%	Not applicable

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Name/Company Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5X)	OT(2x)	From	To			
Project Geologist	\$102.67	N/A	N/A	1/1/21	12/31/21	\$39.90	0%	
	\$102.67	N/A	N/A	1/1/22	12/31/22	\$39.90	0%	
	\$102.67	N/A	N/A	1/1/23	12/31/23	\$39.90	0%	
Bridgette Hassett Senior Staff Engineer	\$101.43	N/A	N/A	1/1/20	12/31/20	\$39.42	0%	Not applicable
	\$101.43	N/A	N/A	1/1/21	12/31/21	\$39.42	0%	
	\$101.43	N/A	N/A	1/1/22	12/31/22	\$39.42	0%	
	\$101.43	N/A	N/A	1/1/23	12/31/23	\$39.42	0%	
Nissa Morton, PG, CEG Project Geologist	\$98.96	N/A	N/A	1/1/20	12/31/20	\$38.46	0%	Not applicable
	\$98.96	N/A	N/A	1/1/21	12/31/21	\$38.46	0%	
	\$98.96	N/A	N/A	1/1/22	12/31/22	\$38.46	0%	
	\$98.96	N/A	N/A	1/1/23	12/31/23	\$38.46	0%	
Jeremiah Harrington Senior Staff Engineer	\$97.73	N/A	N/A	1/1/20	12/31/20	\$37.98	0%	Not applicable
	\$97.73	N/A	N/A	1/1/21	12/31/21	\$37.98	0%	
	\$97.73	N/A	N/A	1/1/22	12/31/22	\$37.98	0%	
	\$97.73	N/A	N/A	1/1/23	12/31/23	\$37.98	0%	
Daniel Pelisek Project Engineer	\$95.26	N/A	N/A	1/1/20	12/31/20	\$37.02	0%	Not applicable
	\$95.26	N/A	N/A	1/1/21	12/31/21	\$37.02	0%	
	\$95.26	N/A	N/A	1/1/22	12/31/22	\$37.02	0%	
	\$95.26	N/A	N/A	1/1/23	12/31/23	\$37.02	0%	
Nicholas Marinello, CAC, LRC ST, LRC I/A Senior Staff Environmental Scientist	\$86.59	N/A	N/A	1/1/20	12/31/20	\$33.65	0%	Not applicable
	\$86.59	N/A	N/A	1/1/21	12/31/21	\$33.65	0%	
	\$86.59	N/A	N/A	1/1/22	12/31/22	\$33.65	0%	
	\$86.59	N/A	N/A	1/1/23	12/31/23	\$33.65	0%	
Nicholas Marinello, CAC, LRC ST, LRC I/A Senior Staff Environmental Scientist*	\$166.53	N/A	N/A	1/1/20	12/31/20	\$62.27	0%	Not applicable
	\$166.53	N/A	N/A	1/1/21	12/31/21	\$64.72	0%	
Prevailing Wage Group I	\$166.53	N/A	N/A	1/1/22	12/31/22	\$64.72	0%	
	\$166.53	N/A	N/A	1/1/23	12/31/23	\$64.72	0%	
Tracy Thompson Senior Staff Engineer	\$85.35	N/A	N/A	1/1/20	12/31/20	\$33.17	0%	Not applicable
	\$85.35	N/A	N/A	1/1/21	12/31/21	\$33.17	0%	
	\$85.35	N/A	N/A	1/1/22	12/31/22	\$33.17	0%	
	\$85.35	N/A	N/A	1/1/23	12/31/23	\$33.17	0%	

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Name/Company Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5X)	OT(2X)	From	To			
Tracy Thompson Senior Staff Engineer*	\$160.23	N/A	N/A	1/1/20	12/31/20	\$62.27	0%	Not applicable
Prevailing Wage Group 1	\$166.53	N/A	N/A	1/1/21	12/31/21	\$64.72	0%	
	\$166.53	N/A	N/A	1/1/22	12/31/22	\$64.72	0%	
	\$166.53	N/A	N/A	1/1/23	12/31/23	\$64.72	0%	
Stephen Quimpo Senior Staff Geologist	\$80.41	N/A	N/A	1/1/20	12/31/20	\$31.25	0%	Not applicable
Prevailing Wage Group 1	\$80.41	N/A	N/A	1/1/21	12/31/21	\$31.25	0%	
	\$80.41	N/A	N/A	1/1/22	12/31/22	\$31.25	0%	
	\$80.41	N/A	N/A	1/1/23	12/31/23	\$31.25	0%	
Stephen Quimpo Senior Staff Geologist*	\$160.23	N/A	N/A	1/1/20	12/31/20	\$62.27	0%	Not applicable
Prevailing Wage Group 1	\$166.53	N/A	N/A	1/1/21	12/31/21	\$64.72	0%	
	\$166.53	N/A	N/A	1/1/22	12/31/22	\$64.72	0%	
	\$166.53	N/A	N/A	1/1/23	12/31/23	\$64.72	0%	
Brian Ford, URC ST Staff Environmental Scientist	\$68.19	\$81.44	\$94.69	1/1/20	12/31/20	\$26.50	0%	Not applicable
Prevailing Wage Group 1	\$68.19	\$81.44	\$94.69	1/1/21	12/31/21	\$26.50	0%	
	\$68.19	\$81.44	\$94.69	1/1/22	12/31/22	\$26.50	0%	
	\$68.19	\$81.44	\$94.69	1/1/23	12/31/23	\$26.50	0%	
Brian Ford, URC ST Staff Environmental Scientist*	\$160.23	\$191.36	\$222.50	1/1/20	12/31/20	\$62.27	0%	Not applicable
Prevailing Wage Group 1	\$166.53	\$198.89	\$231.25	1/1/21	12/31/21	\$64.72	0%	
	\$166.53	\$198.89	\$231.25	1/1/22	12/31/22	\$64.72	0%	
	\$166.53	\$198.89	\$231.25	1/1/23	12/31/23	\$64.72	0%	
Keith Kastama Staff Geologist	\$64.33	N/A	N/A	1/1/20	12/31/20	\$25.00	0%	Not applicable
Prevailing Wage Group 1	\$64.33	N/A	N/A	1/1/21	12/31/21	\$25.00	0%	
	\$64.33	N/A	N/A	1/1/22	12/31/22	\$25.00	0%	
	\$64.33	N/A	N/A	1/1/23	12/31/23	\$25.00	0%	
Darin Vojtasovic Laboratory Manager	\$103.90	N/A	N/A	1/1/20	12/31/20	\$40.38	0%	Not applicable
Prevailing Wage Group 1	\$103.90	N/A	N/A	1/1/21	12/31/21	\$40.38	0%	
	\$103.90	N/A	N/A	1/1/22	12/31/22	\$40.38	0%	
	\$103.90	N/A	N/A	1/1/23	12/31/23	\$40.38	0%	
Alfredo Tapia Senior Laboratory Technician	\$64.33	\$76.83	\$89.33	1/1/20	12/31/20	\$25.00	0%	Not applicable
Prevailing Wage Group 1	\$64.33	\$76.83	\$89.33	1/1/21	12/31/21	\$25.00	0%	
	\$64.33	\$76.83	\$89.33	1/1/22	12/31/22	\$25.00	0%	
	\$64.33	\$76.83	\$89.33	1/1/23	12/31/23	\$25.00	0%	

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Name/Company Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5X)	OT(2x)	From	To			
Alfredo Tapia	\$160.23	\$191.36	\$222.50	1/1/20	12/31/20	\$62.27	0%	Not applicable
Senior Laboratory Technician*	\$166.53	\$198.89	\$231.25	1/1/21	12/31/21	\$64.72	0%	
Prevailing Wage Group 1	\$166.53	\$198.89	\$231.25	1/1/22	12/31/22	\$64.72	0%	
	\$166.53	\$198.89	\$231.25	1/1/23	12/31/23	\$64.72	0%	
Eric Van Ginder	\$48.89	\$58.39	\$67.89	1/1/20	12/31/20	\$19.00	0%	Not applicable
Laboratory Technician	\$48.89	\$58.39	\$67.89	1/1/21	12/31/21	\$19.00	0%	
	\$48.89	\$58.39	\$67.89	1/1/22	12/31/22	\$19.00	0%	
	\$48.89	\$58.39	\$67.89	1/1/23	12/31/23	\$19.00	0%	
Eric Van Ginder	\$160.23	\$191.36	\$222.50	1/1/20	12/31/20	\$62.27	0%	Not applicable
Laboratory Technician*	\$166.53	\$198.89	\$231.25	1/1/21	12/31/21	\$64.72	0%	
Prevailing Wage Group 1	\$166.53	\$198.89	\$231.25	1/1/22	12/31/22	\$64.72	0%	
	\$166.53	\$198.89	\$231.25	1/1/23	12/31/23	\$64.72	0%	
Ruben Larideros Santana	\$43.74	\$52.24	\$60.74	1/1/20	12/31/20	\$17.00	0%	Not applicable
Laboratory Technician	\$43.74	\$52.24	\$60.74	1/1/21	12/31/21	\$17.00	0%	
	\$43.74	\$52.24	\$60.74	1/1/22	12/31/22	\$17.00	0%	
	\$43.74	\$52.24	\$60.74	1/1/23	12/31/23	\$17.00	0%	
Norman Gutierrez	\$38.60	\$46.10	\$53.60	1/1/20	12/31/20	\$15.00	0%	Not applicable
Laboratory Technician	\$38.60	\$46.10	\$53.60	1/1/21	12/31/21	\$15.00	0%	
	\$38.60	\$46.10	\$53.60	1/1/22	12/31/22	\$15.00	0%	
	\$38.60	\$46.10	\$53.60	1/1/23	12/31/23	\$15.00	0%	
Devin Stanley	\$128.66	\$153.66	\$178.66	1/1/20	12/31/20	\$50.00	0%	Not applicable
Laboratory Technician	\$128.66	\$153.66	\$178.66	1/1/21	12/31/21	\$50.00	0%	
	\$128.66	\$153.66	\$178.66	1/1/22	12/31/22	\$50.00	0%	
	\$128.66	\$153.66	\$178.66	1/1/23	12/31/23	\$50.00	0%	
Ryan Stanley	\$38.60	\$46.10	\$53.60	1/1/20	12/31/20	\$15.00	0%	Not applicable
Field and Lab Assistant	\$38.60	\$46.10	\$53.60	1/1/21	12/31/21	\$15.00	0%	
	\$38.60	\$46.10	\$53.60	1/1/22	12/31/22	\$15.00	0%	
	\$38.60	\$46.10	\$53.60	1/1/23	12/31/23	\$15.00	0%	
Vanessa Beyer	\$69.47	\$82.97	\$96.47	1/1/20	12/31/20	\$27.00	0%	Not applicable
Dispatcher	\$69.47	\$82.97	\$96.47	1/1/21	12/31/21	\$27.00	0%	
	\$69.47	\$82.97	\$96.47	1/1/22	12/31/22	\$27.00	0%	
	\$69.47	\$82.97	\$96.47	1/1/23	12/31/23	\$27.00	0%	

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Name/Company Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5X)	OT(2X)	From	To			
	\$69.47	\$82.97	\$96.47	1/1/23	12/31/23	\$27.00	0%	
Alex Balane Graphic Illustrator	\$72.69	\$86.82	\$100.94	1/1/20	12/31/20	\$28.25	0%	Not applicable
	\$72.69	\$86.82	\$100.94	1/1/21	12/31/21	\$28.25	0%	
	\$72.69	\$86.82	\$100.94	1/1/22	12/31/22	\$28.25	0%	
	\$72.69	\$86.82	\$100.94	1/1/23	12/31/23	\$28.25	0%	
Gerry Gudoy Lead Word Processor	\$65.61	\$78.36	\$91.11	1/1/20	12/31/20	\$25.50	0%	Not applicable
	\$65.61	\$78.36	\$91.11	1/1/21	12/31/21	\$25.50	0%	
	\$65.61	\$78.36	\$91.11	1/1/22	12/31/22	\$25.50	0%	
	\$65.61	\$78.36	\$91.11	1/1/23	12/31/23	\$25.50	0%	
Kate Hughes Technical Assistant	\$57.90	\$69.15	\$80.40	1/1/20	12/31/20	\$22.50	0%	Not applicable
	\$57.90	\$69.15	\$80.40	1/1/21	12/31/21	\$22.50	0%	
	\$57.90	\$69.15	\$80.40	1/1/22	12/31/22	\$22.50	0%	
	\$57.90	\$69.15	\$80.40	1/1/23	12/31/23	\$22.50	0%	
Donna Madrigal Technical Assistant	\$78.48	\$93.73	\$108.98	1/1/20	12/31/20	\$30.50	0%	Not applicable
	\$78.48	\$93.73	\$108.98	1/1/21	12/31/21	\$30.50	0%	
	\$78.48	\$93.73	\$108.98	1/1/22	12/31/22	\$30.50	0%	
	\$78.48	\$93.73	\$108.98	1/1/23	12/31/23	\$30.50	0%	
David Pietrusa Accounting	\$78.48	\$93.73	\$108.98	1/1/20	12/31/20	\$30.50	0%	Not applicable
	\$78.48	\$93.73	\$108.98	1/1/21	12/31/21	\$30.50	0%	
	\$78.48	\$93.73	\$108.98	1/1/22	12/31/22	\$30.50	0%	
	\$78.48	\$93.73	\$108.98	1/1/23	12/31/23	\$30.50	0%	
Janel Farmer Accounting	\$72.05	\$86.05	\$100.05	1/1/20	12/31/20	\$28.00	0%	Not applicable
	\$72.05	\$86.05	\$100.05	1/1/21	12/31/21	\$28.00	0%	
	\$72.05	\$86.05	\$100.05	1/1/22	12/31/22	\$28.00	0%	
	\$72.05	\$86.05	\$100.05	1/1/23	12/31/23	\$28.00	0%	
Leilani Corpis Accounting	\$64.33	\$76.83	\$89.33	1/1/20	12/31/20	\$25.00	0%	Not applicable
	\$64.33	\$76.83	\$89.33	1/1/21	12/31/21	\$25.00	0%	
	\$64.33	\$76.83	\$89.33	1/1/22	12/31/22	\$25.00	0%	
	\$64.33	\$76.83	\$89.33	1/1/23	12/31/23	\$25.00	0%	
Accounting	\$48.89	\$58.39	\$67.89	1/1/20	12/31/20	\$19.00	0%	Not applicable
	\$48.89	\$58.39	\$67.89	1/1/21	12/31/21	\$19.00	0%	

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	Straight ³	OT(1.5X)	OT(2x)	From	To			
	\$48.89	\$58.39	\$67.89	1/1/22	12/31/22	\$19.00	0%	
	\$48.89	\$58.39	\$67.89	1/1/23	12/31/23	\$19.00	0%	
Ramon Thomson Special Inspector*	\$169.95	\$202.98	\$236.00	1/1/20	12/31/20	\$66.05	0%	Not applicable
Prevailing Wage Group 3	\$176.26	\$210.51	\$244.76	1/1/21	12/31/21	\$68.50	0%	
	\$176.26	\$210.51	\$244.76	1/1/22	12/31/22	\$68.50	0%	
	\$176.26	\$210.51	\$244.76	1/1/23	12/31/23	\$68.50	0%	
Thomas Lane Special Inspector*	\$164.81	\$196.83	\$228.86	1/1/20	12/31/20	\$64.05	0%	Not applicable
Prevailing Wage Group 2	\$171.11	\$204.36	\$237.61	1/1/21	12/31/21	\$66.50	0%	
	\$171.11	\$204.36	\$237.61	1/1/22	12/31/22	\$66.50	0%	
	\$171.11	\$204.36	\$237.61	1/1/23	12/31/23	\$66.50	0%	
Mitch Clements Special Inspector*	\$163.80	\$195.63	\$227.46	1/1/20	12/31/20	\$63.66	0%	Not applicable
Prevailing Wage Group 2	\$170.11	\$203.16	\$236.22	1/1/21	12/31/21	\$66.11	0%	
	\$170.11	\$203.16	\$236.22	1/1/22	12/31/22	\$66.11	0%	
	\$170.11	\$203.16	\$236.22	1/1/23	12/31/23	\$66.11	0%	
John Allen Special Inspector*	\$156.88	\$187.37	\$217.85	1/1/20	12/31/20	\$60.97	0%	Not applicable
Prevailing Wage Group 2	\$163.19	\$194.90	\$226.61	1/1/21	12/31/21	\$63.42	0%	
	\$163.19	\$194.90	\$226.61	1/1/22	12/31/22	\$63.42	0%	
	\$163.19	\$194.90	\$226.61	1/1/23	12/31/23	\$63.42	0%	
Emad Beshay Special Inspector*	\$154.36	\$184.36	\$214.35	1/1/20	12/31/20	\$59.99	0%	Not applicable
Prevailing Wage Group 2	\$160.67	\$191.89	\$223.11	1/1/21	12/31/21	\$62.44	0%	
	\$160.67	\$191.89	\$223.11	1/1/22	12/31/22	\$62.44	0%	
	\$160.67	\$191.89	\$223.11	1/1/23	12/31/23	\$62.44	0%	
Wallace Davis Special Inspector*	\$164.81	\$196.83	\$228.86	1/1/20	12/31/20	\$64.05	0%	Not applicable
Prevailing Wage Group 2	\$171.11	\$204.36	\$237.61	1/1/21	12/31/21	\$66.50	0%	
	\$171.11	\$204.36	\$237.61	1/1/22	12/31/22	\$66.50	0%	
	\$171.11	\$204.36	\$237.61	1/1/23	12/31/23	\$66.50	0%	
Timothy Timmerman Special Inspector/Field Technician*	\$151.94	\$181.47	\$210.99	1/1/20	12/31/20	\$59.05	0%	Not applicable
Prevailing Wage Group 2	\$158.25	\$189.00	\$219.75	1/1/21	12/31/21	\$61.50	0%	
	\$158.25	\$189.00	\$219.75	1/1/22	12/31/22	\$61.50	0%	
	\$158.25	\$189.00	\$219.75	1/1/23	12/31/23	\$61.50	0%	
Timothy Timmerman	\$147.35	\$176.00	\$204.25	1/1/20	12/31/20	\$57.27	0%	Not applicable

BILLING INFORMATION

CALCULATION INFORMATION

Name/Company Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Special Inspector/Field Technician*	\$153.67	\$183.53	\$213.39	1/1/21	12/31/21	\$59.72	0%	
Prevailing Wage Group 1	\$153.67	\$183.53	\$213.39	1/1/22	12/31/22	\$59.72	0%	
	\$153.67	\$183.53	\$213.39	1/1/23	12/31/23	\$59.72	0%	
Ivan Guajardo	\$162.03	\$193.51	\$225.00	1/1/20	12/31/20	\$62.97	0%	Not applicable
Special Inspector*	\$168.33	\$201.04	\$233.75	1/1/21	12/31/21	\$65.42	0%	
Prevailing Wage Group 3	\$168.33	\$201.04	\$233.75	1/1/22	12/31/22	\$65.42	0%	
	\$168.33	\$201.04	\$233.75	1/1/23	12/31/23	\$65.42	0%	
Ivan Guajardo	\$156.88	\$187.37	\$217.85	1/1/20	12/31/20	\$60.97	0%	Not applicable
Special Inspector*	\$163.19	\$194.90	\$226.61	1/1/21	12/31/21	\$63.42	0%	
Prevailing Wage Group 2	\$163.19	\$194.90	\$226.61	1/1/22	12/31/22	\$63.42	0%	
	\$163.19	\$194.90	\$226.61	1/1/23	12/31/23	\$63.42	0%	
Duc Nguyen	\$164.81	\$196.83	\$228.86	1/1/20	12/31/20	\$64.05	0%	Not applicable
Special Inspector*	\$171.11	\$204.36	\$237.61	1/1/21	12/31/21	\$66.50	0%	
Prevailing Wage Group 2	\$171.11	\$204.36	\$237.61	1/1/22	12/31/22	\$66.50	0%	
	\$171.11	\$204.36	\$237.61	1/1/23	12/31/23	\$66.50	0%	
Todd Remund	\$164.81	\$196.83	\$228.86	1/1/20	12/31/20	\$64.05	0%	Not applicable
Special Inspector/Field Technician*	\$171.11	\$204.36	\$237.61	1/1/21	12/31/21	\$66.50	0%	
Prevailing Wage Group 2	\$171.11	\$204.36	\$237.61	1/1/22	12/31/22	\$66.50	0%	
	\$171.11	\$204.36	\$237.61	1/1/23	12/31/23	\$66.50	0%	
Todd Remund	\$160.23	\$191.36	\$222.50	1/1/20	12/31/20	\$62.27	0%	Not applicable
Special Inspector/Field Technician*	\$166.53	\$198.89	\$231.25	1/1/21	12/31/21	\$64.72	0%	
Prevailing Wage Group 1	\$166.53	\$198.89	\$231.25	1/1/22	12/31/22	\$64.72	0%	
	\$166.53	\$198.89	\$231.25	1/1/23	12/31/23	\$64.72	0%	
Michell Saad	\$164.81	\$196.83	\$228.86	1/1/20	12/31/20	\$64.05	0%	Not applicable
Special Inspector/Sr Field Technician*	\$171.11	\$204.36	\$237.61	1/1/21	12/31/21	\$66.50	0%	
Prevailing Wage Group 2	\$171.11	\$204.36	\$237.61	1/1/22	12/31/22	\$66.50	0%	
	\$171.11	\$204.36	\$237.61	1/1/23	12/31/23	\$66.50	0%	
Michell Saad	\$160.23	\$191.36	\$222.50	1/1/20	12/31/20	\$62.27	0%	Not applicable
Special Inspector/Sr Field Technician*	\$166.53	\$198.89	\$231.25	1/1/21	12/31/21	\$64.72	0%	
Prevailing Wage Group 1	\$166.53	\$198.89	\$231.25	1/1/22	12/31/22	\$64.72	0%	
	\$166.53	\$198.89	\$231.25	1/1/23	12/31/23	\$64.72	0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Company Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Patrick Simmons	\$149.58	\$178.64	\$207.71	1/1/20	12/31/20	\$58.13	0%	Not applicable
Special Inspector/Sr Field Technician*	\$155.88	\$186.17	\$216.46	1/1/21	12/31/21	\$60.58	0%	
Prevailing Wage Group 2	\$155.88	\$186.17	\$216.46	1/1/22	12/31/22	\$60.58	0%	
	\$155.88	\$186.17	\$216.46	1/1/23	12/31/23	\$60.58	0%	
Patrick Simmons	\$145.00	\$173.17	\$201.35	1/1/20	12/31/20	\$56.35	0%	Not applicable
Special Inspector/Sr Field Technician*	\$151.51	\$180.95	\$210.39	1/1/21	12/31/21	\$58.88	0%	
Prevailing Wage Group 1	\$151.51	\$180.95	\$210.39	1/1/22	12/31/22	\$58.88	0%	
	\$151.51	\$180.95	\$210.39	1/1/23	12/31/23	\$58.88	0%	
Daniel Lindsay	\$152.20	\$181.78	\$211.35	1/1/20	12/31/20	\$59.15	0%	Not applicable
Special Inspector/Sr Field Technician*	\$158.50	\$189.30	\$220.10	1/1/21	12/31/21	\$61.60	0%	
Prevailing Wage Group 2	\$158.50	\$189.30	\$220.10	1/1/22	12/31/22	\$61.60	0%	
	\$158.50	\$189.30	\$220.10	1/1/23	12/31/23	\$61.60	0%	
Daniel Lindsay	\$147.62	\$176.30	\$204.99	1/1/20	12/31/20	\$57.37	0%	Not applicable
Special Inspector/Sr Field Technician*	\$153.92	\$183.83	\$213.74	1/1/21	12/31/21	\$59.82	0%	
Prevailing Wage Group 1	\$153.92	\$183.83	\$213.74	1/1/22	12/31/22	\$59.82	0%	
	\$153.92	\$183.83	\$213.74	1/1/23	12/31/23	\$59.82	0%	
Julio Guzman	\$152.20	\$181.78	\$211.35	1/1/20	12/31/20	\$59.15	0%	Not applicable
Special Inspector/Sr Field Technician*	\$158.50	\$189.30	\$220.10	1/1/21	12/31/21	\$61.60	0%	
Prevailing Wage Group 2	\$158.50	\$189.30	\$220.10	1/1/22	12/31/22	\$61.60	0%	
	\$158.50	\$189.30	\$220.10	1/1/23	12/31/23	\$61.60	0%	
Julio Guzman	\$147.62	\$176.30	\$204.99	1/1/20	12/31/20	\$57.37	0%	Not applicable
Special Inspector/Sr Field Technician*	\$153.92	\$183.83	\$213.74	1/1/21	12/31/21	\$59.82	0%	
Prevailing Wage Group 1	\$153.92	\$183.83	\$213.74	1/1/22	12/31/22	\$59.82	0%	
	\$153.92	\$183.83	\$213.74	1/1/23	12/31/23	\$59.82	0%	
Dorothy Rackstraw	\$164.81	\$196.83	\$228.86	1/1/20	12/31/20	\$64.05	0%	Not applicable
Special Inspector*	\$171.11	\$204.36	\$237.61	1/1/21	12/31/21	\$66.50	0%	
Prevailing Wage Group 2	\$171.11	\$204.36	\$237.61	1/1/22	12/31/22	\$66.50	0%	
	\$171.11	\$204.36	\$237.61	1/1/23	12/31/23	\$66.50	0%	
Mario Palacios	\$148.01	\$176.77	\$205.53	1/1/20	12/31/20	\$57.52	0%	Not applicable
Senior Field Technician*	\$154.81	\$184.30	\$214.28	1/1/21	12/31/21	\$59.97	0%	
Prevailing Wage Group 1	\$154.81	\$184.30	\$214.28	1/1/22	12/31/22	\$59.97	0%	
	\$154.81	\$184.30	\$214.28	1/1/23	12/31/23	\$59.97	0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Company Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5X)	OT(2x)	From	To			
Steven Herrlin	\$152.30	\$181.90	\$211.49	1/1/20	12/31/20	\$59.19	0%	
Senior Field Technician*	\$158.61	\$189.43	\$220.25	1/1/21	12/31/21	\$61.64	0%	Not applicable
Prevailing Wage Group 1	\$158.61	\$189.43	\$220.25	1/1/22	12/31/22	\$61.64	0%	
	\$158.61	\$189.43	\$220.25	1/1/23	12/31/23	\$61.64	0%	
Justin Smolenski	\$147.62	\$176.30	\$204.99	1/1/20	12/31/20	\$57.37	0%	
Senior Field Technician*	\$153.92	\$183.83	\$213.74	1/1/21	12/31/21	\$59.82	0%	Not applicable
Prevailing Wage Group 1	\$153.92	\$183.83	\$213.74	1/1/22	12/31/22	\$59.82	0%	
	\$153.92	\$183.83	\$213.74	1/1/23	12/31/23	\$59.82	0%	
Thomas Whelan	\$149.78	\$178.89	\$207.99	1/1/20	12/31/20	\$58.21	0%	
Senior Field Technician*	\$156.09	\$186.42	\$216.75	1/1/21	12/31/21	\$60.66	0%	Not applicable
Prevailing Wage Group 1	\$156.09	\$186.42	\$216.75	1/1/22	12/31/22	\$60.66	0%	
	\$156.09	\$186.42	\$216.75	1/1/23	12/31/23	\$60.66	0%	
Matt Ecker	\$152.30	\$181.90	\$211.49	1/1/20	12/31/20	\$59.19	0%	
Senior Field Technician*	\$158.61	\$189.43	\$220.25	1/1/21	12/31/21	\$61.64	0%	Not applicable
Prevailing Wage Group 1	\$158.61	\$189.43	\$220.25	1/1/22	12/31/22	\$61.64	0%	
	\$158.61	\$189.43	\$220.25	1/1/23	12/31/23	\$61.64	0%	
James Contino	\$148.93	\$177.87	\$206.81	1/1/20	12/31/20	\$57.88	0%	
Senior Field Technician*	\$155.24	\$185.40	\$215.57	1/1/21	12/31/21	\$60.33	0%	Not applicable
Prevailing Wage Group 1	\$155.24	\$185.40	\$215.57	1/1/22	12/31/22	\$60.33	0%	
	\$155.24	\$185.40	\$215.57	1/1/23	12/31/23	\$60.33	0%	
Mark MacCarthy	\$147.85	\$176.58	\$205.31	1/1/20	12/31/20	\$57.46	0%	
Senior Field Technician*	\$154.16	\$184.11	\$214.07	1/1/21	12/31/21	\$59.91	0%	Not applicable
Prevailing Wage Group 1	\$154.16	\$184.11	\$214.07	1/1/22	12/31/22	\$59.91	0%	
	\$154.16	\$184.11	\$214.07	1/1/23	12/31/23	\$59.91	0%	
Dalton McCune	\$148.93	\$177.87	\$206.81	1/1/20	12/31/20	\$57.88	0%	
Senior Field Technician*	\$155.24	\$185.40	\$215.57	1/1/21	12/31/21	\$60.33	0%	Not applicable
Prevailing Wage Group 1	\$155.24	\$185.40	\$215.57	1/1/22	12/31/22	\$60.33	0%	
	\$155.24	\$185.40	\$215.57	1/1/23	12/31/23	\$60.33	0%	
Ilias Irbay	\$148.93	\$177.87	\$206.81	1/1/20	12/31/20	\$57.88	0%	
Senior Field Technician*	\$155.24	\$185.40	\$215.57	1/1/21	12/31/21	\$60.33	0%	Not applicable
Prevailing Wage Group 1	\$155.24	\$185.40	\$215.57	1/1/22	12/31/22	\$60.33	0%	
	\$155.24	\$185.40	\$215.57	1/1/23	12/31/23	\$60.33	0%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Company Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5X)	OT(2x)	From	To			
	\$155.24	\$185.40	\$215.57	1/1/23	12/31/23	\$60.33	0%	
Everardo Rico	\$149.60	\$178.67	\$207.74	1/1/20	12/31/20	\$58.14	0%	
Field Technician*	\$155.91	\$186.20	\$216.50	1/1/21	12/31/21	\$60.59	0%	Not applicable
Prevailing Wage Group 1	\$155.91	\$186.20	\$216.50	1/1/22	12/31/22	\$60.59	0%	
	\$155.91	\$186.20	\$216.50	1/1/23	12/31/23	\$60.59	0%	
Thanh Tran	\$156.88	\$187.37	\$217.85	1/1/20	12/31/20	\$60.97	0%	
Special Inspector/Field Technician*	\$163.19	\$194.90	\$226.61	1/1/21	12/31/21	\$63.42	0%	Not applicable
Prevailing Wage Group 2	\$163.19	\$194.90	\$226.61	1/1/22	12/31/22	\$63.42	0%	
	\$163.19	\$194.90	\$226.61	1/1/23	12/31/23	\$63.42	0%	
Thanh Tran	\$152.30	\$181.90	\$211.49	1/1/20	12/31/20	\$59.19	0%	
Special Inspector/Field Technician*	\$158.61	\$189.43	\$220.25	1/1/21	12/31/21	\$61.64	0%	Not applicable
Prevailing Wage Group 1	\$158.61	\$189.43	\$220.25	1/1/22	12/31/22	\$61.64	0%	
	\$158.61	\$189.43	\$220.25	1/1/23	12/31/23	\$61.64	0%	
Aaron Frederick	\$148.93	\$177.87	\$206.81	1/1/20	12/31/20	\$57.88	0%	
Field Technician*	\$155.24	\$185.40	\$215.57	1/1/21	12/31/21	\$60.33	0%	Not applicable
Prevailing Wage Group 1	\$155.24	\$185.40	\$215.57	1/1/22	12/31/22	\$60.33	0%	
	\$155.24	\$185.40	\$215.57	1/1/23	12/31/23	\$60.33	0%	
Roman Aranda	\$149.78	\$178.89	\$207.99	1/1/20	12/31/20	\$58.21	0%	
Field Technician*	\$156.09	\$186.42	\$216.75	1/1/21	12/31/21	\$60.66	0%	Not applicable
Prevailing Wage Group 1	\$156.09	\$186.42	\$216.75	1/1/22	12/31/22	\$60.66	0%	
	\$156.09	\$186.42	\$216.75	1/1/23	12/31/23	\$60.66	0%	
Alex Gutierrez	\$152.30	\$181.90	\$211.49	1/1/20	12/31/20	\$59.19	0%	
Field Technician*	\$158.61	\$189.43	\$220.25	1/1/21	12/31/21	\$61.64	0%	Not applicable
Prevailing Wage Group 1	\$158.61	\$189.43	\$220.25	1/1/22	12/31/22	\$61.64	0%	
	\$158.61	\$189.43	\$220.25	1/1/23	12/31/23	\$61.64	0%	
Timothy Harp	\$160.23	\$191.36	\$222.50	1/1/20	12/31/20	\$62.27	0%	
Field Technician*	\$166.53	\$198.89	\$231.25	1/1/21	12/31/21	\$64.72	0%	Not applicable
Prevailing Wage Group 1	\$166.53	\$198.89	\$231.25	1/1/22	12/31/22	\$64.72	0%	
	\$166.53	\$198.89	\$231.25	1/1/23	12/31/23	\$64.72	0%	
Alexander Hernandez	\$152.30	\$181.90	\$211.49	1/1/20	12/31/20	\$59.19	0%	
Field Technician*	\$158.61	\$189.43	\$220.25	1/1/21	12/31/21	\$61.64	0%	Not applicable

BILLING INFORMATION

CALCULATION INFORMATION

Name/Company Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% of \$ increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5X)	OT(2X)	From	To			
Prevailing Wage Group 1	\$158.61	\$189.43	\$220.25	1/1/22	12/31/22	\$61.64	0%	
	\$158.61	\$189.43	\$220.25	1/1/23	12/31/23	\$61.64	0%	
Classifications								
Principal Engr/Geol/Env Scientist	\$216.48	N/A	N/A	1/1/20	12/31/20	\$84.13	0%	115.38 - 52.88
	\$216.48	N/A	N/A	1/1/21	12/31/21	\$84.13	0%	
	\$216.48	N/A	N/A	1/1/22	12/31/22	\$84.13	0%	
	\$216.48	N/A	N/A	1/1/23	12/31/23	\$84.13	0%	
Senior Engr/Geol/Env Scientist	\$146.56	N/A	N/A	1/1/20	12/31/20	\$56.96	0%	73.05 - 40.86
	\$146.56	N/A	N/A	1/1/21	12/31/21	\$56.96	0%	
	\$146.56	N/A	N/A	1/1/22	12/31/22	\$56.96	0%	
	\$146.56	N/A	N/A	1/1/23	12/31/23	\$56.96	0%	
Senior Project Engr/Geol/Env Scientist	\$128.04	N/A	N/A	1/1/20	12/31/20	\$49.76	0%	58.65 - 40.87
	\$128.04	N/A	N/A	1/1/21	12/31/21	\$49.76	0%	
	\$128.04	N/A	N/A	1/1/22	12/31/22	\$49.76	0%	
	\$128.04	N/A	N/A	1/1/23	12/31/23	\$49.76	0%	
Project Engr/Geol/Env Scientist	\$104.55	N/A	N/A	1/1/20	12/31/20	\$40.63	0%	44.71 - 36.54
	\$104.55	N/A	N/A	1/1/21	12/31/21	\$40.63	0%	
	\$104.55	N/A	N/A	1/1/22	12/31/22	\$40.63	0%	
	\$104.55	N/A	N/A	1/1/23	12/31/23	\$40.63	0%	
Senior Staff Engr/Geol/Env Scientist	\$91.55	N/A	N/A	1/1/20	12/31/20	\$35.58	0%	42.31 - 28.85
	\$91.55	N/A	N/A	1/1/21	12/31/21	\$35.58	0%	
	\$91.55	N/A	N/A	1/1/22	12/31/22	\$35.58	0%	
	\$91.55	N/A	N/A	1/1/23	12/31/23	\$35.58	0%	
Staff Engr/Geol/Env Scientist	\$65.02	N/A	N/A	1/1/20	12/31/20	\$25.27	0%	26.50 - 24.04
	\$65.02	N/A	N/A	1/1/21	12/31/21	\$25.27	0%	
	\$65.02	N/A	N/A	1/1/22	12/31/22	\$25.27	0%	
	\$65.02	N/A	N/A	1/1/23	12/31/23	\$25.27	0%	
Laboratory Technician	\$57.90	\$69.15	\$80.40	1/1/20	12/31/20	\$22.50	0%	30.00 - 15.00
	\$57.90	\$69.15	\$80.40	1/1/21	12/31/21	\$22.50	0%	
	\$57.90	\$69.15	\$80.40	1/1/22	12/31/22	\$22.50	0%	
	\$57.90	\$69.15	\$80.40	1/1/23	12/31/23	\$22.50	0%	

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Name/Company Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5X)	OT(2x)	From	To			
Graphic Illustrator	\$91.68	\$109.50	\$127.31	1/1/20	12/31/20	\$35.63	0%	43.00 - 28.25
	\$91.68	\$109.50	\$127.31	1/1/21	12/31/21	\$35.63	0%	
	\$91.68	\$109.50	\$127.31	1/1/22	12/31/22	\$35.63	0%	
	\$91.68	\$109.50	\$127.31	1/1/23	12/31/23	\$35.63	0%	
Administrative (Word Processor, Technical Assistant, Dispatcher, Accounting)	\$75.14	\$89.74	\$104.34	1/1/20	12/31/20	\$29.20	0%	40.15 - 18.25
	\$75.14	\$89.74	\$104.34	1/1/21	12/31/21	\$29.20	0%	
	\$75.14	\$89.74	\$104.34	1/1/22	12/31/22	\$29.20	0%	
	\$75.14	\$89.74	\$104.34	1/1/23	12/31/23	\$29.20	0%	
Special Inspector/Field Technician	\$157.47	\$188.07	\$218.67	1/1/20	12/31/20	\$61.20	0%	66.05 - \$6.35
	\$163.88	\$195.73	\$227.57	1/1/21	12/31/21	\$63.69	0%	
	\$163.88	\$195.73	\$227.57	1/1/22	12/31/22	\$63.69	0%	
	\$163.88	\$195.73	\$227.57	1/1/23	12/31/23	\$63.69	0%	
Prevailing Wage Positions* (includes increase in year 2021)	\$0.00	\$0.00	\$0.00	1/1/20	12/31/20	\$0.00	0%	Not applicable
	\$0.00	\$0.00	\$0.00	1/1/21	12/31/21	\$0.00	0%	
	\$0.00	\$0.00	\$0.00	1/1/22	12/31/22	\$0.00	0%	
	\$0.00	\$0.00	\$0.00	1/1/23	12/31/23	\$0.00	0%	

* Prevailing Wage Employee

NOTES:

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate=actual hourly rate *(1+ICR)*(1+Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, GEOTECHNICAL AND SOILS AND MATERIALS TESTING; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS

WHEREAS, National City's ("City") Capital Improvement Program ("CIP") estimates approximately \$80 million in Capital Improvement Projects needs over the next five years to include corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development ("LID") measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities; and

WHEREAS, in order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications ("RFQ") for various engineering, architectural and construction support services on May 1, 2019; and

WHEREAS, the RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified; and

WHEREAS, the City also hosted an Information Session regarding the RFQ process on May 14, 2019 at the Martin Luther King Jr. Community Center, which was attended by over 100 people; and

WHEREAS, the City received 71 Statement of Qualifications ("SOQs") from various firms by the June 10, 2019 deadline and reviewed, taking into consideration, among other things, past performance history, knowledge of the environment, the type of services offered, and the cost to the City; and

WHEREAS, based on their SOQ, interview, qualifications, and past performance, City Staff recommends Executing a three-year Agreement with Ninyo & Moore Geotechnical & Environmental Sciences Consultants with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, geotechnical and soils and materials testing; and

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**Resolution No. 2020 -
Page Two**

WHEREAS, in addition, City Staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor to Execute a three-year Agreement with Ninyo & Moore Geotechnical & Environmental Sciences Consultants with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City’s CIP, including, but not limited to, geotechnical and soils and materials testing. Said Agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute any project specific supplemental Agreements as may be required for grant funded projects.

PASSED and ADOPTED this 1st day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City accepting the Covenant's Conditions and Restrictions and authorizing the City Manager to execute and file the Land Use Covenant and Agreement between the City of National City \(City\) and the Department of Toxic Substances Control \(the Department\) for the property comprising of the following Assessor's Parcel Numbers: 559-104-10, 560-206-07, 560-391-05, 559-124-06, 559-125-16, and 559-125-15, \(formerly the National City Public Works Yard Park-Side\) now Paradise Creek Educational Park. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: September 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City accepting and authorizing the City Manager to execute and file the Land Use Covenant and Agreement between the City of National City (City) and the Department of Toxic Substances Control (the Department) for the property comprising of the following Assessor's Parcel Numbers: 559-104-10, 560-206-07, 560-391-05, 559-124-06, 559-125-16, and 559-125-15, (formerly the National City Public Works Yard Park-Side) now Paradise Creek Educational Park.

PREPARED BY: Jose Lopez, Deputy City Engineer

DEPARTMENT: Engineering & Public Works

PHONE: 619-336-4312

APPROVED BY: _____

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt Resolution accepting and authorizing t the City Manager to execute and file the Land Use Covenant and Agreement between the City of National City (City) and the Department of Toxic Substances Control (the Department) for the property comprising of the following Assessor's Parcel Numbers: 559-104-10, 560-206-07, 560-391-05, 559-124-06, 559-125-16, and 559-125-15, (formerly the National City Public Works Yard Park-Side) now Paradise Creek Educational Park.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Land Use Covenant and Agreement with Exhibits
3. Resolution

Explanation

On October 16, 2018, City Council adopted Resolution No. 2018-182 awarding a contract for the Paradise Creek Park Site Remediation and Improvements Project, CIP No. 18-07 which provided the site remediation, grading and infrastructure improvements necessary to construct a new approximately 4-acre Community Park (under a separate phase) to include walking paths, community garden, playground and other amenities on the west side of Paradise Creek between W. 22nd Street and W. 19th Street. The site remediation was done in conformance with the Removal Action Workplan ("RAW") approved by the Department of Toxic Substances Control (the "Department").

The RAW evaluated cleanup alternatives for addressing the lead-impacted soil. The approved RAW document included removal and off-site disposal of lead-impacted soil, placement of a clean layer of soil above the entirety of the proposed park, and required a Land Use Covenant to restrict specific activities pursuant to California Civil Code Section 1471 and Health and Safety Code Section 25202.5.

The remediation of the site was completed in December 2019 through the excavation and off-site disposal of lead containing subsurface soil. Clean imported fill soil was placed throughout the site and was used as a cover to protect future park visitors from being exposed to the remaining lead in soil. Lead, the hazardous substance that remain at the Property (Assessor's Parcel Numbers: 559-104-10, 560-206-07, 560-391-05, 559-124-06, 559-125-16, and 559-125-15) defined in Exhibit 'A' of the Land Use Covenant - exists 2 feet below the clean imported soil cover.

As a result of the presence of the hazardous waste, which are also hazardous materials defined in Health and Safety Code section 25260, the Department has required the City to restrict the use of the property and requires the Land Use Covenant and Agreement ("Covenant") as part of the Department-approved remedy for the property. The Covenant has been reviewed and approved by the Department on August, 2020. The City and the Department agree that the use of the Property be restricted as set forth in the Covenant. Below is a brief summary of the restrictions:

- 1) Prohibited Uses - The property shall not be used for a hospital for humans, a public or private school for persons under 18 years of age, or a day care center for children.
- 2) Construction of Buildings or Structure - Health and Safety Code section 25227 must be complied with prior to a structure, including any mobile home or factory-build housing being constructed or installed for use as residential human habitation at the Property.

- 3) Soil Management - Activities that will disturb the soil at and below 2 feet below grade (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be conducted in compliance with a Soil Management Plan pre-approved by the Department in writing.
- 4) Prohibited Activities - The following activities shall not be conducted at the Property:
 - (a) Drilling for any water, oil, or gas without prior written approval by the Department.
 - (b) Extraction or removal of groundwater without a pre-approval by the Department in writing on a case-by-case basis.
 - (c) Activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to groundwater monitoring, operation or maintenance system or activity required for the Property without prior written approval of the Department.

The Department has concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions of this Covenant and Soil Management plan (such as community park and garden with raised beds), does not present an unacceptable risk to present and future human health or safety or the environment.

Therefore, staff recommends that the City Council accept and authorize the City Manager to execute and file the Land Use Covenant and Agreement between the City of National City and the Department of Toxic Substances Control for the Property

RECORDING REQUESTED BY:

Mr. Brad Raulston
City Manager
City of National City
1243 National City Boulevard
National City, California 91950

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630
Attention: Maryam Tasnif-Abbasi
Site Mitigation and Restoration Program

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of San Diego, Assessor Parcel Numbers:
559-104-10, 560-206-07, 560-391-05, 559-124-06, 559-125-16 and 559-125-15
National City Public Works Yard Park-side
Department Site Code: 401294-11

This Land Use Covenant and Agreement ("Covenant") is made by and between the City of National City ("Covenantor"), and the Department of Toxic Substances Control (the "Department") for the property comprising of the following Assessor's Parcel Numbers (Exhibit A, "Parcel Maps"):

1. 559-104-10;
2. 560-206-07;
3. 560-391-05;
4. 559-124-06;
5. 559-125-16; and,
6. 559-125-15.

A physical street address has not yet been assigned to the subject property. However, the property was formerly a portion of 2100 Hoover Avenue, National City, in the County of San Diego, State of California (the "Property"). Pursuant to Civil

Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department hereby agree that, pursuant to Civil Code section 1471 and Health and Safety Code section 25202.5, the use of the Property be restricted as set forth in this Covenant and that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I

STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant, totaling approximately 3.5 acres, is more particularly described in the attached Exhibit B, "Legal Description", and depicted in Exhibit C, "Plot Plan". The Property is located in the area now generally bounded by West 19th Street to the north, West 22nd Street to the south, Paradise Creek to the east, and Harding Avenue to the west. The Property is also identified as County of San Diego Assessor Parcel Numbers 559-104-10, 560-206-07, 560-391-05, 559-124-06, 559-125-16 and 559-125-15. The Property is zoned for recreational use and is currently developed as a community park.

1.2. Remediation of Property. Investigation and remediation were conducted under the Department's oversight under the authority of Standard Reimbursement Agreement Number 18-T4572 executed on February 21, 2019. The remediation of the Property was completed in December 2019 and included the excavation and disposal of lead containing subsurface soil at a permitted facility. Clean imported fill soil was placed throughout the Property and was used as a cover to protect future visitors from being exposed to remaining contamination in the soil. Lead, the hazardous substance that remains at the Property, exists about two feet below the clean imported soil cover. The concentrations of lead left in the underlying soil ranges from 21.9 milligram per kilogram (mg/kg) to 1090 mg/kg.

1.3. Basis for Environmental Restrictions. As a result of the presence of hazardous wastes, which are also hazardous materials as defined in Health and Safety Code Section 25260, at the Property, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department has also

concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

ARTICLE II
DEFINITIONS

2.1. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

2.3. Improvements. "Improvements" includes, but is not limited to buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.4. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.5. Occupant. "Occupant" or "Occupants" means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.6. Owner. "Owner" or "Owners" means the Covenantor, and any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Civil Code section 1471 and Health and Safety Code section 25202.5; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Department; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of

the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and the Owners' heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.4. Conveyance of Property. The Owner and new Owner shall provide Notice to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The Notice shall include the name and mailing address of the new Owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number(s) noted on page one. If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5. Costs of Administering the Covenant to Be Paid by Owner. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering, implementing and enforcing this Covenant.

ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

4.1. Prohibited Uses. The Property shall not be used for any of the following purposes without prior written approval by the Department:

- (a) A residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation;
- (b) A hospital for humans;
- (c) A public or private school for persons under 18 years of age; and
- (d) A day care center for children.

4.2. Soil Management. Soil management activities at the Property are subject to the following requirements in addition to any other applicable Environmental Restrictions:

- (a) Activities that will disturb the soil at and below 2 feet below grade (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) shall be conducted in compliance with a Soil Management Plan pre-approved by the Department in writing.

- (b) Any soil brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.3. Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) Drilling for any water, oil, or gas without prior written approval by the Department.
- (b) Extraction or removal of groundwater without a pre-approval by the Department in writing on a case by case basis.
- (c) Activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to groundwater monitoring, operation or maintenance system or activity required for the

Property without prior written approval of the Department.

4.4. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety or the environment.

4.5. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the operation and maintenance activities, if any, shall have reasonable right of entry and access to the Property for the purpose of implementing such operation and maintenance activities until the Department determines that no further operation and maintenance activity is required.

4.6. Inspection and Reporting Requirements. The Owner, or its agent, representative, or designee, shall conduct an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual inspection report to the Department for its approval by January 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations that were the basis for the statements and conclusions in the annual inspection report were performed (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.

4.7. Five-Year Review. In addition to the annual reviews noted above, after a period of five (5) years from the effective date of this Covenant and every five (5) years thereafter, Owner shall submit a Five-Year Review report documenting its review of the remedy implemented and its evaluation to determine if human health and the

environment are being adequately protected by the remedy as implemented. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or received by Owner and evaluate the adequacy of the implemented remedy in protecting human health and the environment. As a result of any review work performed, DTSC may require Owner to perform additional review work or modify the review work previously performed by Owner.

ARTICLE V
ENFORCEMENT

5.1. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, such as failure to submit (including submission of any false statement) record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI
VARIANCE, REMOVAL AND TERM

6.1. Variance from Environmental Restrictions. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2. Removal of Environmental Restrictions. Any person may apply to the Department to remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3. Term. Unless ended in accordance with paragraph 6.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.1. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or

any portion thereof, to the general public or anyone else for any purpose whatsoever.

7.2. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of San Diego within 10 calendar days of the Covenantor's receipt of a fully executed original.

7.3. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Mr. Brad Raulston
City Manager
City of National City
1243 National City Boulevard
National City, California 91950

And

To Department:

A. Edward Morelan, PG, CEG
Branch Chief
Department of Toxic Substances Control
Site Mitigation and Environmental Restoration Program
5796 Corporate Avenue
Cypress, California 90630

Any party may change its address or the individual to whose attention a Notice is to be sent by giving advance written Notice in compliance with this paragraph.

7.4. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.5. Statutory References. All statutory or regulatory references include

successor provisions.

7.6. Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Covenantor and the Department hereby execute this Covenant.

Covenantor:

By: _____

Name and Title: Brad Raulston, City Manager
City of National City

Date: _____

Department of Toxic Substances Control:

By: _____

Name and Title: A. Edward Morelan, PG, CEG
Branch Chief
Cypress Cleanup Branch
Site Mitigation and Environmental Restoration Program

Date: _____

Attachments:

- Exhibit A, "Parcel Maps
- Exhibit B, "Legal Description",
- Exhibit C, "Plot Plan"

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

State of California

County of _____

On _____ before me,

(space above this line is for name and title of the officer/notary),

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature of Notary Public (seal)

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

State of California

County of _____

On _____ before me,

(space above this line is for name and title of the officer/notary),

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature of Notary Public (seal)

Exhibit A "Paracel Map"

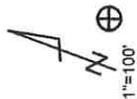
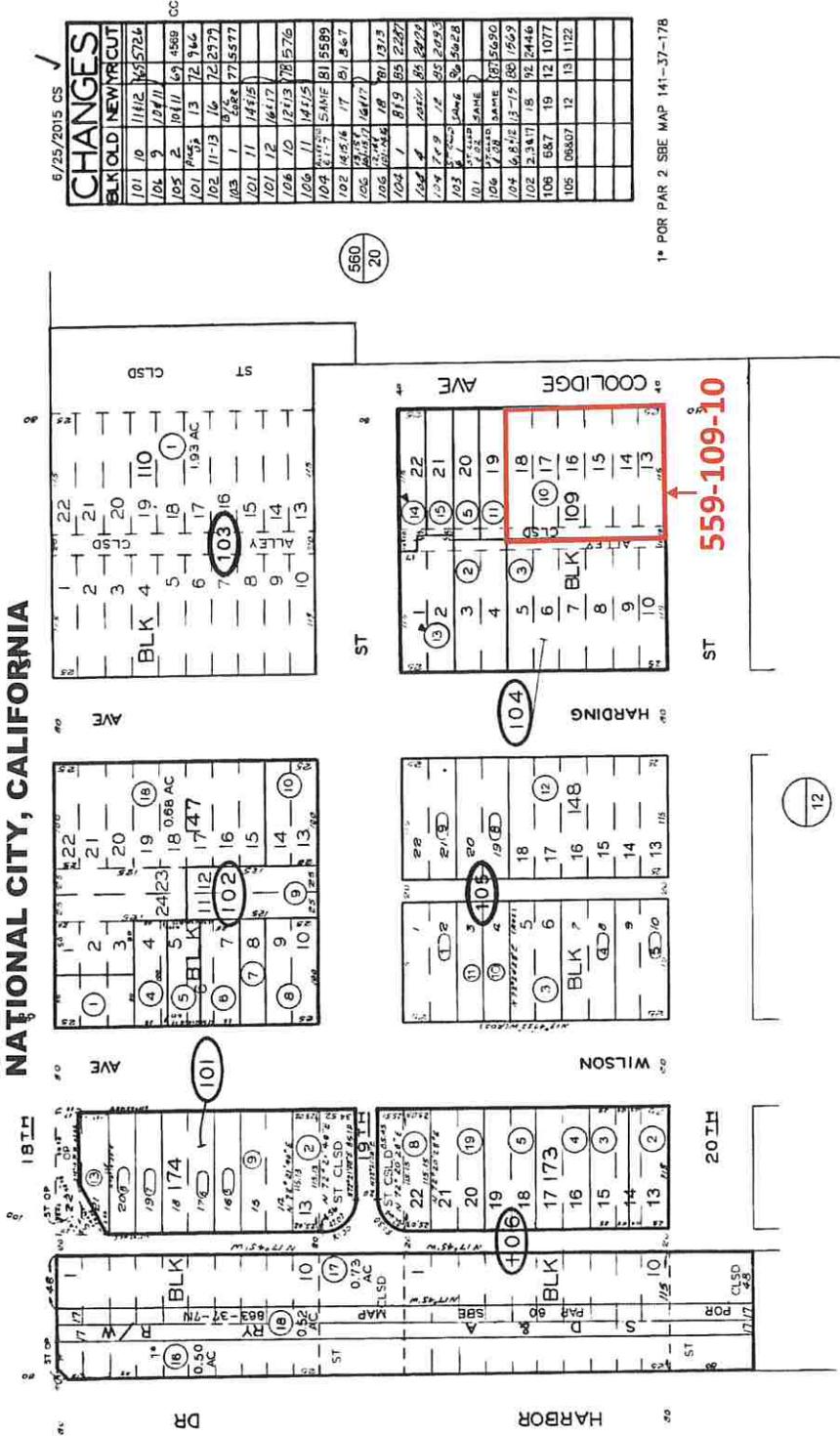


EXHIBIT A PARCEL MAPS PARADISE CREEK PARK NATIONAL CITY, CALIFORNIA



6/25/2015 GS ✓

CHANGES	BLK	OLD	NEW	TR	CUT
	101	10	11	12	13
	101	14	15	16	17
	101	18	19	20	21
	101	22	23	24	25
	101	26	27	28	29
	101	30	31	32	33
	101	34	35	36	37
	101	38	39	40	41
	101	42	43	44	45
	101	46	47	48	49
	101	50	51	52	53
	101	54	55	56	57
	101	58	59	60	61
	101	62	63	64	65
	101	66	67	68	69
	101	70	71	72	73
	101	74	75	76	77
	101	78	79	80	81
	101	82	83	84	85
	101	86	87	88	89
	101	90	91	92	93
	101	94	95	96	97
	101	98	99	100	101
	101	102	103	104	105
	101	106	107	108	109
	101	110	111	112	113
	101	114	115	116	117
	101	118	119	120	121
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EXHIBIT A
PARCEL MAPS

PARADISE CREEK PARK
NATIONAL CITY, CALIFORNIA

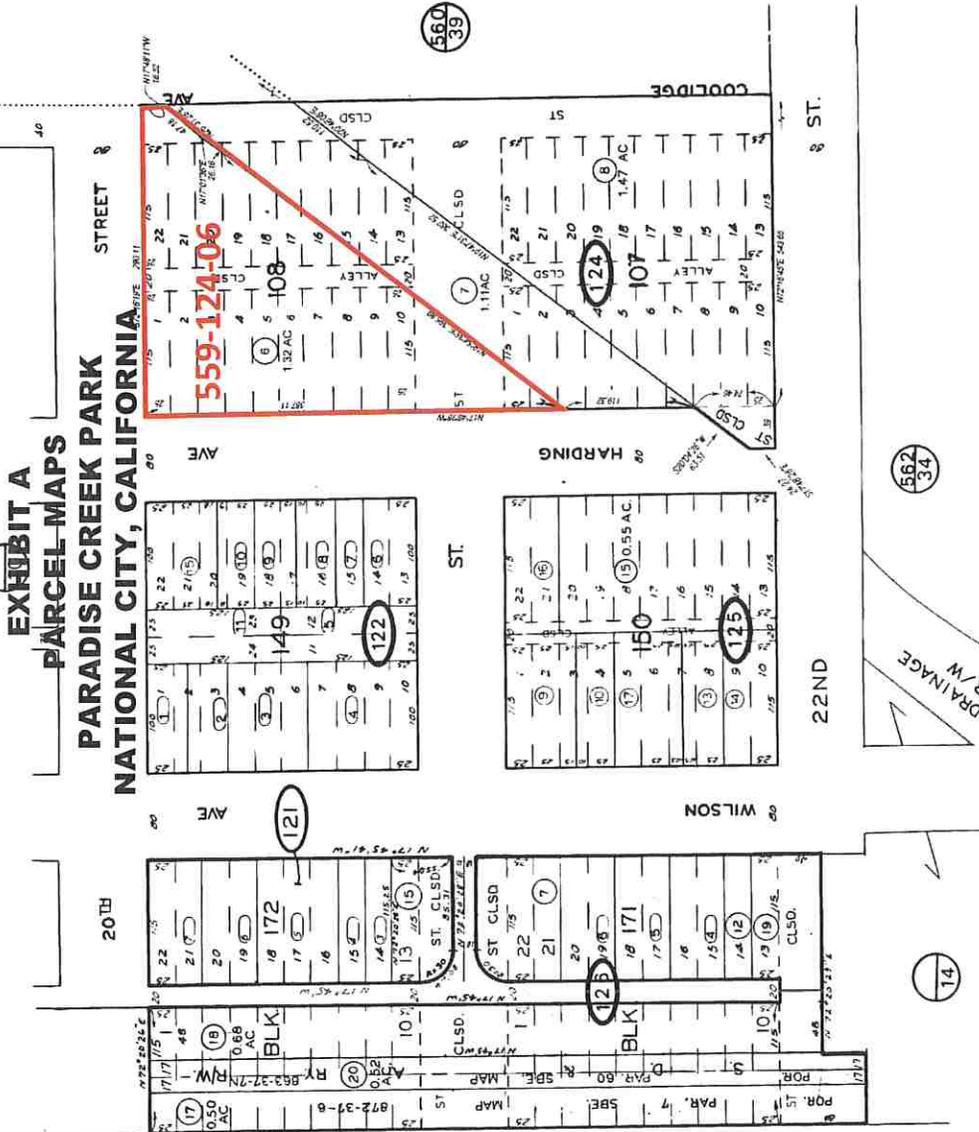


Exhibit B “Legal Description”

**EXHIBIT B
LEGAL DESCRIPTION
PARADISE CREEK PARK
NATIONAL CITY, CALIFORNIA**

A portion of Blocks 84, 107, 108, 109, and 150 as shown on Map No. 348, Filed March 1852 in the Office of the County Recorder of San Diego County, more particularly described as follows:

PARCEL 1

COMMENCING at a lead and tag stamped "SD CITY ENG" per Record of Survey No. 14492, filed March 31, 1994 as File No. 1994-0214720, said monument being Point 1278 on said Record of Survey and bears South 01°54'18" West 2750.14 feet from a 2 1/2" brass disc in a standard well monument stamped "RCE 27399" being Point 1232 per said Record of Survey No. 14492; Thence North 08°07'16" West 657.90 feet to a point in the northerly right of way line of 22nd Street and the **TRUE POINT OF BEGINNING**;

Thence along the centerline of the closed alley in said Block 150, North 17°45'34" West 250.000 feet to a point on the southerly right of way line of 21st Street;

Thence along said southerly right of way line North 72°14'26" East 86.05 feet to the beginning of a tangent curve concave southerly and having a radius of 36.00 feet;

Thence leaving said right of way line, along said curve easterly 13.23 feet through a central angle of 21°03'09" to a point of reverse curvature with a curve concave northwesterly having a radius of 84.00 feet, a radial line of said curve from said point bears North 03°17'35" East;

Thence along said curve northerly 194.05 feet through a central angle of 132°21'46" to a point of reverse curvature with a curve concave northeasterly having a radius of 36.00 feet, a radial line of said curve from said point bears North 50°55'49" East;

Thence along said curve northerly 13.38 feet through a central angle of 21°17'22" to a point on the easterly right of way line of Harding Avenue;

Thence along said easterly right of way line North 17°46'49" West 250.70 feet to a point on the centerline of 20th Street;

Thence along said centerline North 72°13'55" East 143.03 feet;

Thence leaving said centerline North 17°44'32" West 40.00 feet to a point on the northerly right of way line of 20th Street;

Thence along said northerly right of way line North 72°13'55" East 2.00 feet;

Thence North 17°44'32" West 150.37 feet to the northerly line of Lot 18 of said Block 109;

Thence along said northerly line and its extension North 72°15'28" East 145.02 feet to a point on the centerline of Coolidge Avenue;

Thence North 72°19'21" East 7.42 feet;

Thence South 72°11'18" East 123.81 feet;

Thence South 19°53'27" West 901.18 feet;

Thence South 17°45'34" East 25.47 feet to the northerly right of way line of 22nd Street;

Thence along said northerly right of way line South 72°39'15" West 52.61 feet to **TRUE POINT OF BEGINNING**.

CONTAINING: 3.04 Acres, more or less.

SUBJECT TO all covenants, rights, right-of-way and easements of record.

EXHIBIT "B" is attached and made a part hereto.

 11-27-18

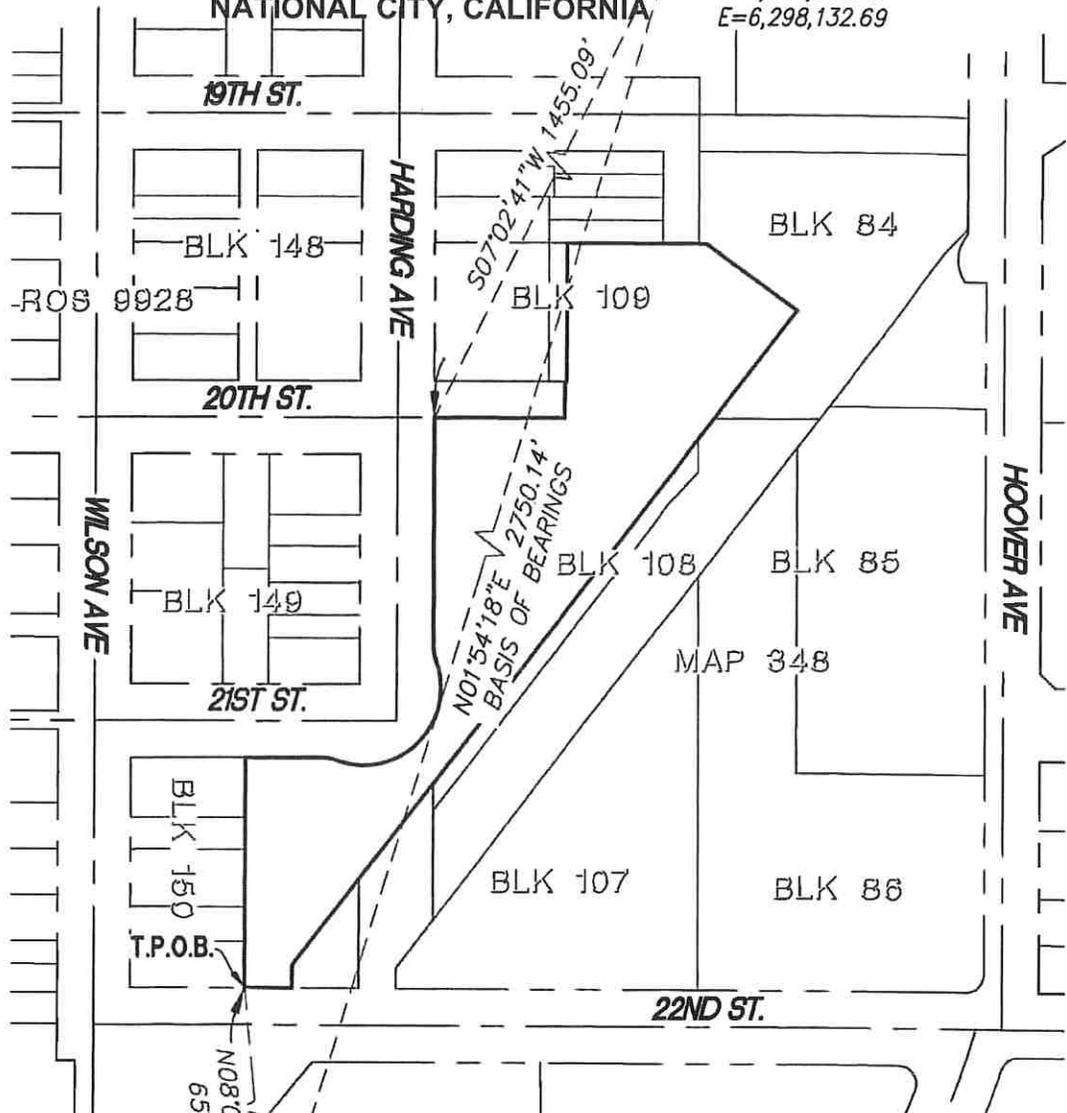
Peter C. Golding, PLS 4768 License Expires: 3-31-20



TOTAL PARCEL AREA
 PARCEL AREA = 3.04 ACRES

**EXHIBIT B
 LEGAL DESCRIPTION
 PARADISE CREEK PARK
 NATIONAL CITY, CALIFORNIA**

FOUND 2 1/2" BRASS DISC IN
 WELL STAMPED "RCE 27399"
 PT. 1232 PER ROS 14492.
 N=1,824,035.47
 E=6,298,132.69



FOUND LEAD & TAG STAMPED
 "SD CITY ENG" PT. 1278
 PER ROS 14492.
 N=1,821,286.85
 E=6,298,041.27

THIS PLAT WAS PREPARED BY ME OR UNDER MY
 DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL
 LAND SURVEYOR'S ACT ON NOVEMBER 16, 2018.

Peter C. Golding 11-27-18
 PETER C. GOLDING L.S. 4768

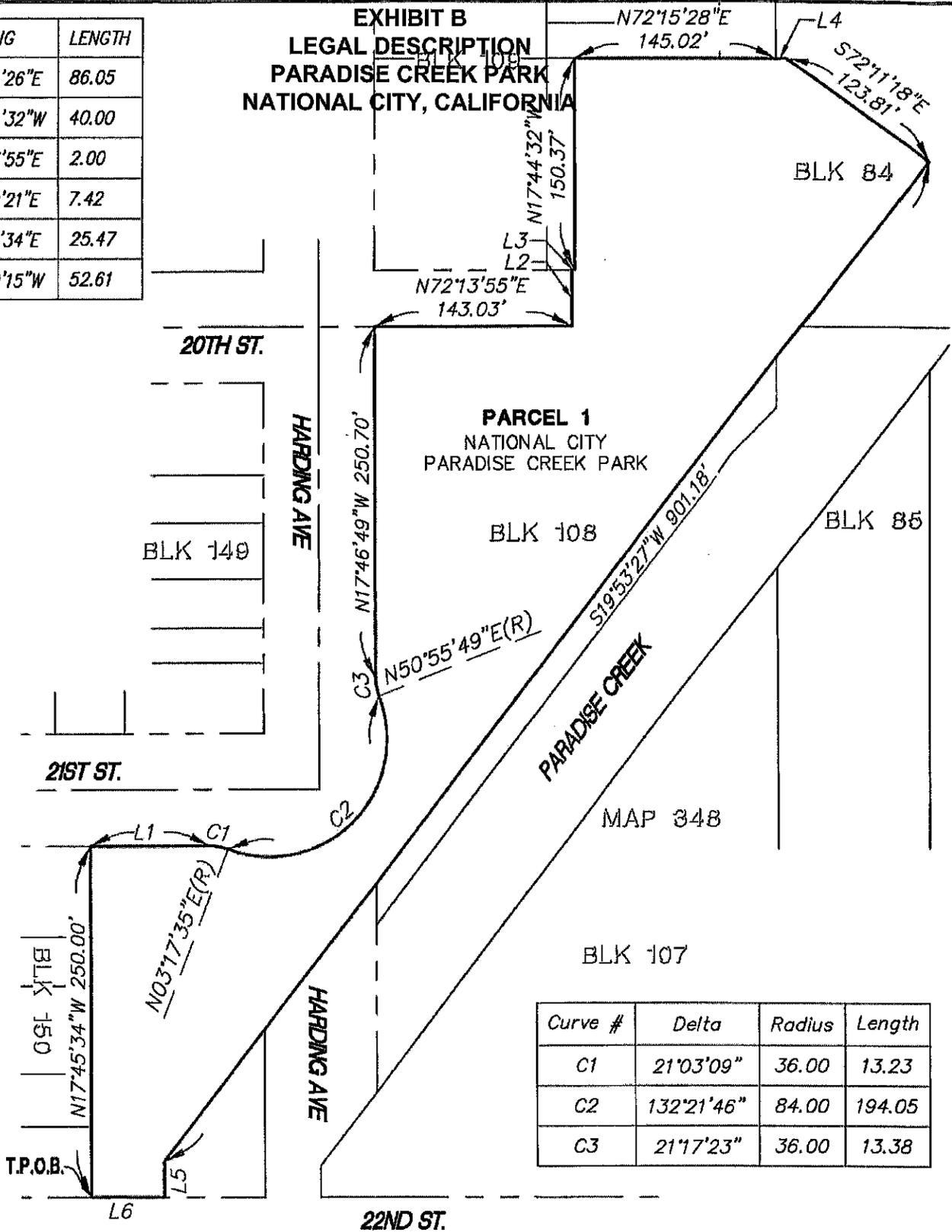


EXHIBIT "B"

<p>15092 AVENUE OF SCIENCE, SUITE 200 SAN DIEGO, CA 92128 P: 858.385.0500 WWW.NV5.COM</p>	<p>PARADISE CREEK PARK NATIONAL CITY</p>	SHEET NUMBER
		1
<p>PREPARED FOR: NATIONAL CITY DATE SUBMITTED: 11-16-18 PAGE B-2</p>	OF 2 SHEETS	
	<p>JOB NUMBER 226817-0000241-03</p>	

LINE	BEARING	LENGTH
L1	N72°14'26"E	86.05
L2	N17°44'32"W	40.00
L3	N72°13'55"E	2.00
L4	N72°19'21"E	7.42
L5	S17°45'34"E	25.47
L6	S72°39'15"W	52.61

**EXHIBIT B
LEGAL DESCRIPTION
PARADISE CREEK PARK
NATIONAL CITY, CALIFORNIA**



Curve #	Delta	Radius	Length
C1	21°03'09"	36.00	13.23
C2	132°21'46"	84.00	194.05
C3	21°17'23"	36.00	13.38

SCALE 1"=100'

N|V|5

15092 AVENUE OF SCIENCE, SUITE 200
SAN DIEGO, CA 92128
P: 858.385.0500 WWW.NV5.COM

**PARADISE CREEK PARK
NATIONAL CITY**

PREPARED FOR: NATIONAL CITY
PAGE B-3

DATE SUBMITTED: 11-16-18

SHEET NUMBER

2

OF 2 SHEETS

JOB NUMBER
228817-0000241-03

Exhibit C "Plot Plan"

**EXHIBIT-G
PLOT PLAN
PARADISE CREEK PARK
NATIONAL CITY, CALIFORNIA**

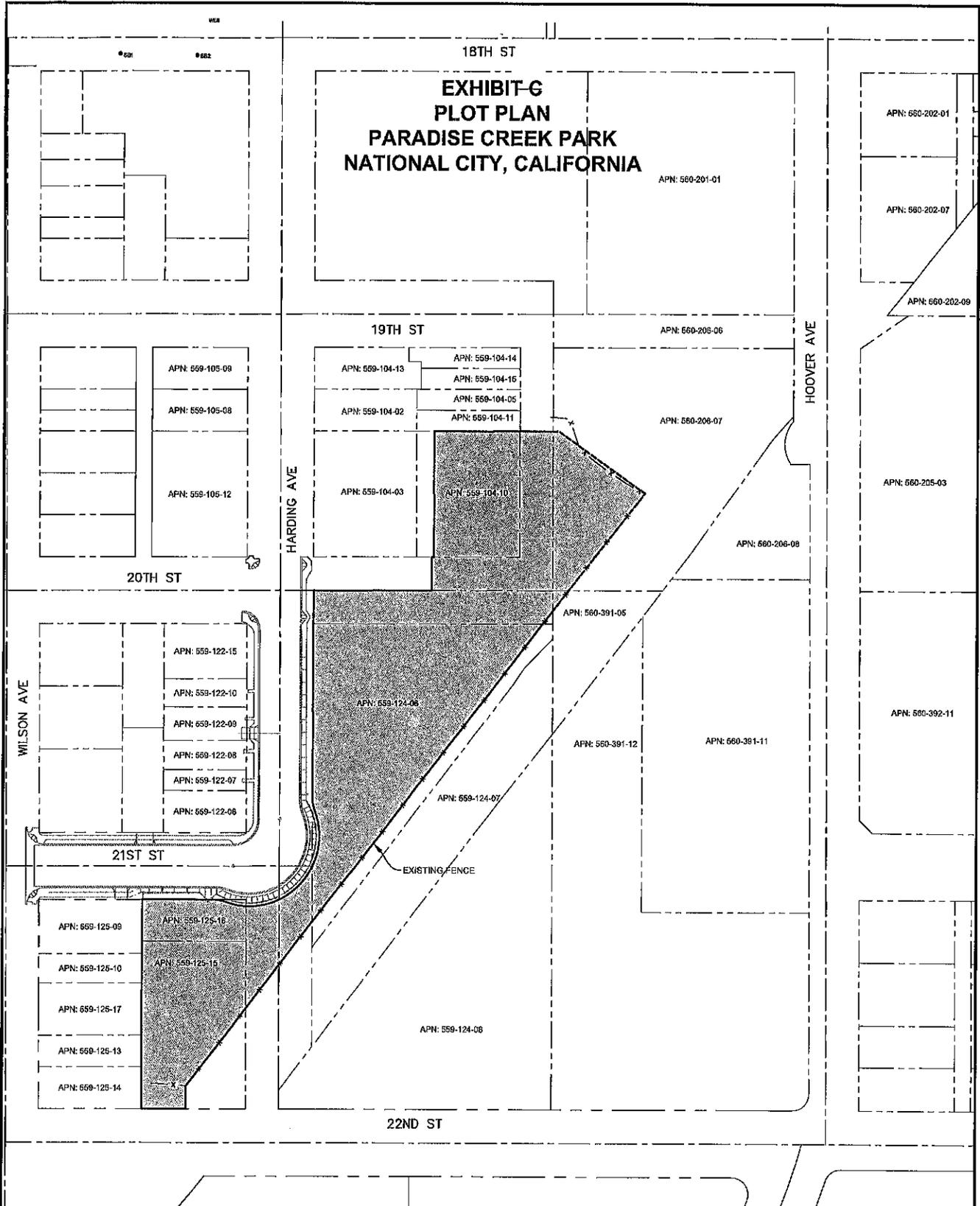
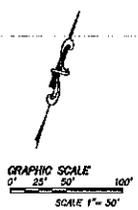


EXHIBIT B



NIV5
 BEYOND ENGINEERING
 15802 AVENUE OF SCIENCE, SUITE 300 SAN DIEGO, CA 92128
 619.393.6200 TEL. 619.393.6420 FAX WWW.NIV5.COM

CITY OF NATIONAL CITY
 CITY OF NATIONAL CITY
 AN OFFICE OF THE CITY OF NATIONAL CITY, AS THE DESIGNEE OF THE CITY ENGINEER, I HAVE REVIEWED THIS PLAN AND FOUND THAT THE PROPOSED IMPROVEMENTS AND THESE PLANS ARE CONSISTENT WITH THE CITY ENGINEER'S PROFESSIONAL STANDARDS AND SPECIFICALLY APPROVED BY PROFESSIONAL ENGINEER FRANCISCO ALVARO SANCHEZ ORLANDO.
 CHECK ANKORSA, RCE 66336 DATE _____
 STEPHEN BARRONELLA
 PROJECT NO. _____ DP NO. _____
 SHEET 1 of 1 SHEETS

RESOLUTION NO. 2020 –

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
ACCEPTING THE COVENANT’S CONDITIONS AND RESTRICTIONS AND
AUTHORIZING THE CITY MANAGER TO EXECUTE AND FILE THE LAND USE
COVENANT AND AGREEMENT BETWEEN THE CITY OF NATIONAL CITY (CITY) AND
THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL (THE DEPARTMENT) FOR
THE PROPERTY COMPRISING OF THE FOLLOWING ASSESSOR’S PARCEL
NUMBERS: 559-104-10, 560-206-07, 560-391-05, 559-124-06, 559-125-16, AND 559-125-
15, (FORMERLY THE NATIONAL CITY PUBLIC WORKS YARD PARK-SIDE)
NOW PARADISE CREEK EDUCATIONAL PARK**

WHEREAS, on October 16, 2018, City Council adopted Resolution No. 2018-182 awarding a contract for the Paradise Creek Park Site Remediation and Improvements Project, CIP No. 18-07 which provided the site remediation, grading and infrastructure improvements necessary to construct a new approximately 4-acre Community Park (under a separate phase) to include walking paths, community garden, playground and other amenities on the west side of Paradise Creek between West 22nd Street and West 19th Street; and

WHEREAS, the site remediation was done in conformance with the Removal Action Workplan (“RAW”) approved by the Department of Toxic Substances Control (the “Department”); and

WHEREAS, the approved RAW document included removal and off-site disposal of lead-impacted soil, placement of a clean layer of soil above the entirety of the proposed park, and required a Land Use Covenant to restrict specific activities pursuant to California Civil Code Section 1471 and Health and Safety Code Section 25202.5; and

WHEREAS, the remediation of the site was completed in December 2019 through the excavation and off-site disposal of lead containing subsurface soil; and

WHEREAS, clean imported fill soil was placed throughout the site and was used as a cover to protect future park visitors from being exposed to the remaining lead in the soil; and

WHEREAS, Lead, the hazardous substance that remain at the Property (Assessor’s Parcel Numbers: 559-104-10, 560-206-07, 560-391-05, 559-124-06, 559-125-16, and 559-125-15) exists 2 feet below the clean imported soil cover; and

WHEREAS, as a result of the presence of the hazardous waste, which are also hazardous materials defined in Health and Safety Code section 25260, the Department has required the City to restrict the use of the property and requires the Land Use Covenant and Agreement (“Covenant”) as part of the Department-approved remedy for the property; and

WHEREAS, the Covenant has been reviewed and approved by the Department on August, 2020. The City and the Department agree that the use of the Property be restricted as set forth in the Covenant; and

WHEREAS, the Department has concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions of this Covenant and Soil Management plan (such as a community park and garden with raised beds), does not present an unacceptable risk to present and future human health or safety or the environment; and

///
///
///

**Resolution No. 2020 –
Page Two**

WHEREAS, City Staff recommends that the City Council accept and authorize the City Manager to Execute and file the Land Use Covenant and Agreement between the City of National City and the Department of Toxic Substances Control for the Property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby accepts the Covenant's conditions and restrictions and authorizes the City Manager to Execute and file the Land Use Covenant and Agreement between the City of National City and the Department of Toxic Substances Control for the property comprising of the following Assessor's Parcel Numbers: 559-104-10, 560-206-07, 560-391-05, 559-124-06, 559-125-16, and 559-125-15, (formerly the National City Public Works Yard Park-Side) now Paradise Creek Educational Park.

PASSED and ADOPTED this 1st day of September 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City waiving the bid process pursuant to Section 2.60.260 of the National City Municipal Code and authorizing the Mayor to execute a five year Agreement with Granicus, LLC in the total not-to-exceed amount of \\$112,856 to upgrade and support Granicus Website Content Management System. \(IT\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: September 1, 2020

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the bid process pursuant to section 2.60.260 of the National City Municipal Code and authorizing the Mayor to execute a five year agreement with Granicus, LLC in the total not-to-exceed amount of \$112,856.00 to upgrade and support Granicus Website Content Management System.

PREPARED BY: Ron Williams *RW*

DEPARTMENT: City Manager's Office

PHONE: 619-336-4373

APPROVED BY: 

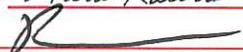
EXPLANATION:

The City of National City's website is due for a site improvement upgrade. The proposed upgrade option (Innovator) will provide improved mobile device responsiveness and a more user-friendly web experience. The proposed upgrade will also provide additional functionality in the content management system while maintaining the consistent look and feel of the GovAccess Platform. This will greatly reduce the learning curve for staff responsible for maintaining departmental webpages. The current website pages will be migrated and checked to ensure compliance with the latest web accessibility standards. The five year costs for the upgrade, licensing and support are itemized in Attachment 1.

FINANCIAL STATEMENT:

APPROVED: *Mark Palumbo* Finance

ACCOUNT:

APPROVED:  IT

Project is budgeted in account 629-403-082-299-0000

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(d) of the Municipal Code, and award the contract to Granicus, LLC.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Attachment 1: Background

Attachment 2: Contract

National City Website Upgrade

Background

In 2016, the City of National City executed a five-year contract with Vision Internet to upgrade and host its website and VisionLive Content Management System (*Application used to edit and create webpages*). The upgrade provided the City of National City with improved website capabilities which facilitated more efficient interaction with the public and management of website content.

In 2018 Vision Internet was acquired by Granicus, LLC. The VisionLive Content Management System was integrated into the Granicus GovAccess Platform. The integration allowed the content management system to maintain the same “look and feel”. This is critical after any upgrade because it mitigates the amount of time needed to learn a new system to manage the website.

The proposed upgrade will implement the Innovator option of the Granicus GovAccess Platform. This will provide a modernized web architecture that meets the interactive and adaptability requirements of modern mobile devices and applications used by the public to access City services and information via the web.

Costs

The following costs are proposed by Granicus, LLC to implement the Innovator upgrade option, annual licensing and support for five years.

Year	Services	Credit	Total
1	Licensing/Support (\$17,017.09) Innovator Upgrade Option (\$25,425.00)	Site Improvement credit -\$6,600	\$35,842.09
2	GovAccess Licensing/Support (\$17,867.94)		\$17,867.94
3	GovAccess Licensing/Support (\$18,761.34)		\$18,761.34
4	GovAccess Licensing/Support (\$19,699.41)		\$19,699.41
5	GovAccess Licensing/Support (\$20,684.38)		\$20,684.38
			\$112,855.16

Staff Recommendation

Staff recommends Council waive the formal bidding requirements as allowed in Chapter 2.60.220(d) of the Municipal Code, and award the contract to Granicus, LLC to upgrade the website and content management system.

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
GRANICUS, LLC**

THIS AGREEMENT is entered into on this 1st day of September, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and GRANICUS, LLC, a limited liability company (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide GovAccess Innovator level website design, implementation, maintenance and support services.

WHEREAS, the CITY has determined that the CONSULTANT is a Web Services Integrator 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 to provide GovAccess Innovator level website design, implementation, maintenance and support, 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 September 1, 2020. The duration of this Agreement is for the period of September 1, 2020 through August 31, 2025. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A"

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 "A" 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.

4. **PROJECT COORDINATION AND SUPERVISION.** Lauren Maxilom 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. Thomas Raville thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on billings covering actual work performed as outlined in Exhibit A. The total cost for all work described in Exhibit "A" shall not exceed \$112,856, The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "A". 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 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 solely and exclusively for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) 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 solely and exclusively 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 Services 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 set forth in this Agreement. The CONSULTANT, or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT'S obligations to the CITY are solely 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. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. 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-section 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 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting directly from 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, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

16.1 **PERS Eligibility Indemnification.** If CONTRACTOR'S employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR'S employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR'S employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR

notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

16.2 Limitation of Liability. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR. In no instance shall CONTRACTOR'S liability to the CITY under this Contract exceed two (2) times the total amounts the CITY pays for the CONTRACTOR's goods and services.

16.3 Indemnification for Employee Payments. CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. 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 Labor 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, employees, and volunteers 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.

18. 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 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 non-owned, and hired vehicles. The policy shall include the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property

damage arising out of its operations, work, or performance under this Agreement. The policy shall include the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

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. **Technology Professional Liability (Errors and Omissions)** in an amount of at least \$1,000,000.00 per occurrence.

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

G. 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.

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

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

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

J. 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 insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

K. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance

requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

19. **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.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY or CONSULTANT. Termination without cause shall be effective only upon 90-day's written notice to the other party. During said 90-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated upon 60-day's prior written notice by either party to the other for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. During said 60-day period, the non-terminating party may seek to cure the breach, and if the breach remains uncured at the end of the 60-day period, the Agreement may be terminated.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination 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 specifically and exclusively pursuant to this Agreement, 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.

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: Lauren Maxilom
Management Analyst II
City Manager's Office
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Thomas Raville
Account Manager
Granicus
1999 Broadway, Suite 3600
Denver, Colorado 80202

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 Section 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. **ADMINISTRATIVE 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. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

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. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY. Notwithstanding the foregoing, CONSULTANT may assign its rights under this Agreement in full, without the CITY's prior written consent, in the event of any successor or assign that has acquired all, or substantially all, of the CONSULTANT'S business by means of a merger, acquisition, stock purchase, asset purchase, or otherwise.

H. *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.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under

this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *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.

K. *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.

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

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

N. *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.

[END OF AGREEMENT – SIGNATURES APPEAR ON NEXT PAGE]

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

CITY OF NATIONAL CITY

GRANICUS, LLC

*(Corporation—signatures of two corporate officers required)
(Partnership or Sole proprietorship— one signature)*

By: _____
Alejandra Sotelo Solis, Mayor

DocuSigned by:
By: Mark Hynes
(Name) A8341A0452...

Mark Hynes

(Print)

Chief Executive Officer

(Title)

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

By: _____
Nicole Pedone
Senior Assistant City Attorney

By: ^{DocuSigned by:} Dawn Kubat
(Name) 6A33B9B4B41A...

Dawn Kubat

(Print)

Vice President of Legal

(Title)



EXHIBIT A

Exhibit A:

Granicus Proposal for National City, CA

Granicus Contact

Name: Thomas Raville

Phone: 415-408-7931

Email: thomas.raville@granicus.com

Proposal Details

Quote Number: Q-96152

Prepared On: 7/17/2020

Valid Through: 8/31/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: The term of this Agreement will begin on 9/1/2020 and continue for 60 months thereafter.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
govAccess – Website Design and Implementation – Innovator	Milestones - 40/ 20/20/20	1 Each	\$18,600.00
Site Improvement Credit	Up Front	60 Each	-\$6,600.00
Content Migration of Accessible Pages - Up to 50 Pages	Milestones - 40/ 20/20/20	1 Each	\$1,825.00
Content Strategy and Website Accessibility Training	Upon Delivery	1 Each	\$5,000.00
		SUBTOTAL:	\$18,825.00



EXHIBIT A

Existing Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$9,261.00
govAccess for Intranet	Annual	1 Each	\$7,756.09

Remaining Period(s)				
Solution(s)	9/1/2021-8/31/2022	9/1/2022-8/31/2023	9/1/2023-8/31/2024	9/1/2024-8/31/2025
govAccess - Maintenance, Hosting, & Licensing Fee - Core	\$9,724.05	\$10,210.25	\$10,720.77	\$11,256.80
govAccess for Intranet	\$8,143.89	\$8,551.09	\$8,978.64	\$9,427.57
SUBTOTAL:	\$17,867.94	\$18,761.34	\$19,699.41	\$20,684.38

**Product Descriptions**

Name	Description
govAccess - Maintenance, Hosting, & Licensing Fee - Core	<p>The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.</p> <p>Services include the following:</p> <ul style="list-style-type: none"> • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govAccess for Intranet	<p>govAccess Maintenance and Licensing includes the following for Intranet website(s) covered by the subscription:</p> <ul style="list-style-type: none"> • Monthly software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • The Intranet must be hosted on the client's server according to Granicus' specifications.



Product Descriptions

Name	Description
govAccess – Website Design and Implementation – Innovator	govAccess Website Design and Implementation - Innovator provides a citizen focused website and includes: <ul style="list-style-type: none"> • UX consultation, which may include one (1) or more of the following: <ol style="list-style-type: none"> 1. One (1) site analytics report 2. One (1) heatmap analysis 3. One (1) internal stakeholder survey • Semi-custom homepage wireframe • Fully responsive design • Custom mobile homepage or standard mobile responsive homepage • Video background or standard rotating image carousel (switchable at any time) • One (1) specialty alternate homepage - Choose from Granicus' library that includes emergencies, election night, special events • One (1) customer experience feature - Choose from Granicus' library that includes service finder or data visualization banner • Programming/CMS implementation • Migrate up to 200 webpages • Five (5) forms converted into the new CMS • One (1) day of web-based training
Site Improvement Credit	Site Improvement Credits may only be used towards the cost of govAccess site improvement projects. Site Improvement Credits are non-refundable and may not be redeemed as partial credits. Site Improvement Credits are redeemed as of the date of signature of this document.
Content Migration of Accessible Pages - Up to 50 Pages	Includes the migration of up to 50 pages of content. Migrated content will comply with WCAG 2.0 AA.

**Product Descriptions**

Name	Description
Content Strategy and Website Accessibility Training	<p>The Content Strategy and Website Accessibility Training is a one-day class that will enable up to 30 staff members to write content for the Web that is appropriate and accessible for the client's site visitors.</p> <p>The training includes:</p> <ul style="list-style-type: none"> • One (1) day of on-site training • Content strategy and plain language writing for the Web • Training customized for the client, including group exercises updating the client's content and web accessibility standards designed for content editors that include what the standards are, why they are important, and how to create compliant content • Content development and migration best practices guide • Website content best practices guide • Website persona exercise materials • Communicating with your audience exercise materials • Task process evaluation exercise materials • Writing for the Web textbook

**Terms and Conditions**

- Upon 9/1/2020, this Agreement shall supersede and replace any previous agreement between the parties for the Existing Subscriptions. All such prior agreements between the parties are hereby void and of no force and effect.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of National City, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-96152 dated 7/17/2020 are incorporated into this Purchase Order by reference.
- Billing Frequency Notes (Milestones - 40/20/20/20):
 - An initial payment equal to 40% of the total;
 - A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the Client;
 - A payment equal to 20% of the total upon Implementation of the main website into the VCMS on a Granicus-hosted development server; and
 - A payment equal to 20% of the total upon completion; provided, however that the Client has completed training. If the Client has not completed training, then Granicus shall invoice the Client at the earlier of: completion of training or 21 days after completion.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE BID PROCESS PURSUANT TO SECTION 2.60.260 OF THE NATIONAL CITY MUNICIPAL CODE AND AUTHORIZING THE MAYOR TO EXECUTE A FIVE YEAR AGREEMENT WITH GRANICUS, LLC IN THE TOTAL NOT-TO-EXCEED AMOUNT OF \$112,856.00 TO UPGRADE AND SUPPORT GRANICUS WEBSITE CONTENT MANAGEMENT SYSTEM

WHEREAS, in 2016, the City of National City Executed a Five-year contract with Vison Internet to upgrade and host its website and VisionLive Content Management System; and

WHEREAS, in 2018 Vision Internet was acquired by Granicus, LLC and the VisionLive Content Management System was integrated into the Granicus GovAccess Platform; and

WHEREAS, the integration allowed the Content Management System to maintain the same look and feel, which is critical after any upgrade because it mitigates the amount of time needed to learn a new system to manage the website; and

WHEREAS, the proposed upgrade will implement the Innovator option of the Granicus GovAccess Platform that will provide a modernized web architecture that meets the interactive and adaptability requirements of modern mobile devices and applications used by the public to access City services and information via the web; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, City staff recommends that the City Council waive the formal bidding requirements as allowed in the Chapter 2.60.220 (d) of the Municipal Code and award the contract to Granicus, LLC to upgrade the website and Content Management System.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby waives the bid process pursuant to section 2.60.260 of the National City Municipal Code and authorizes the Mayor to execute a five (5) year Agreement with Granicus, LLC in the total not-to-exceed amount of \$112,856.00 to upgrade and support Granicus Website Content Management System.

PASSED and ADOPTED this 1st day of September 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Investment Report for the quarter ended June 30, 2020. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: September 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Investment Report for the quarter ended June 30, 2020.

PREPARED BY: *Ronald Gutlay*

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: *Mark Ralvito*

EXPLANATION:

See attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

See attached staff report.

APPROVED: *Mark Ralvito* **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Accept and File the Investment Report for the Quarter ended June 30, 2020.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Investment Listings



City Council Staff Report

September 1, 2020

ITEM

Staff Report: Investment Report for the quarter ended June 30, 2020.

BACKGROUND

The California Government Code (§53646(b)) requires that, when the treasurer or the chief fiscal officer of a local agency renders to the legislative body of the agency a quarterly report on the agency’s investment portfolio, such report shall include the following information regarding all securities, investments, and moneys held by the local agency:

- type of investment;
- issuer (bank or institution);
- date of maturity;
- dollar amount invested; and
- current market valuation as of the date of the report.

In addition, the Government Code (§53646(b)(2)) requires that the report state the City’s compliance with its investment policy and include a statement regarding the ability of the local agency to meet its pool’s ability to meet its expenditure requirements Code (§53646(b)(3)).

OVERVIEW OF CITY INVESTMENTS

The City’s pooled investment portfolio balance as of June 30, 2020 is summarized below and compared to the balance as of June 30, 2019.

Table 1

	6/30/2020		6/30/2019	
Book Value ¹	\$	87,733,999	\$	91,919,836
Market Value ²	\$	89,356,492	\$	92,753,395

¹ actual cost of investments

² amount at which the investments could be sold

The assets of the City of National City’s investment portfolio are managed by Chandler Asset Management, the San Diego County Treasurer's Pooled Money Fund (“San Diego County Pool”), and the California Treasurer’s Local Agency Investment Fund (LAIF) with the largest portion of the assets, 40.78%, managed by the San Diego County Pool. The San Diego County

Pool and LAIF are liquid investment pools that allow participants to earn market rate returns, while retaining access to funds within 24 to 48 hours of a withdrawal request with no penalty. The City’s assets managed by Chandler Asset Management may be liquidated and withdrawn at any time. However, these investments likely do not provide the short liquidity (i.e., quick access to funds) of the pooled money funds, and liquidation of these investments is at the risk of loss and/or penalty to the City.

Summaries of the City’s investment portfolio are illustrated below.

INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER

As of June 30, 2020

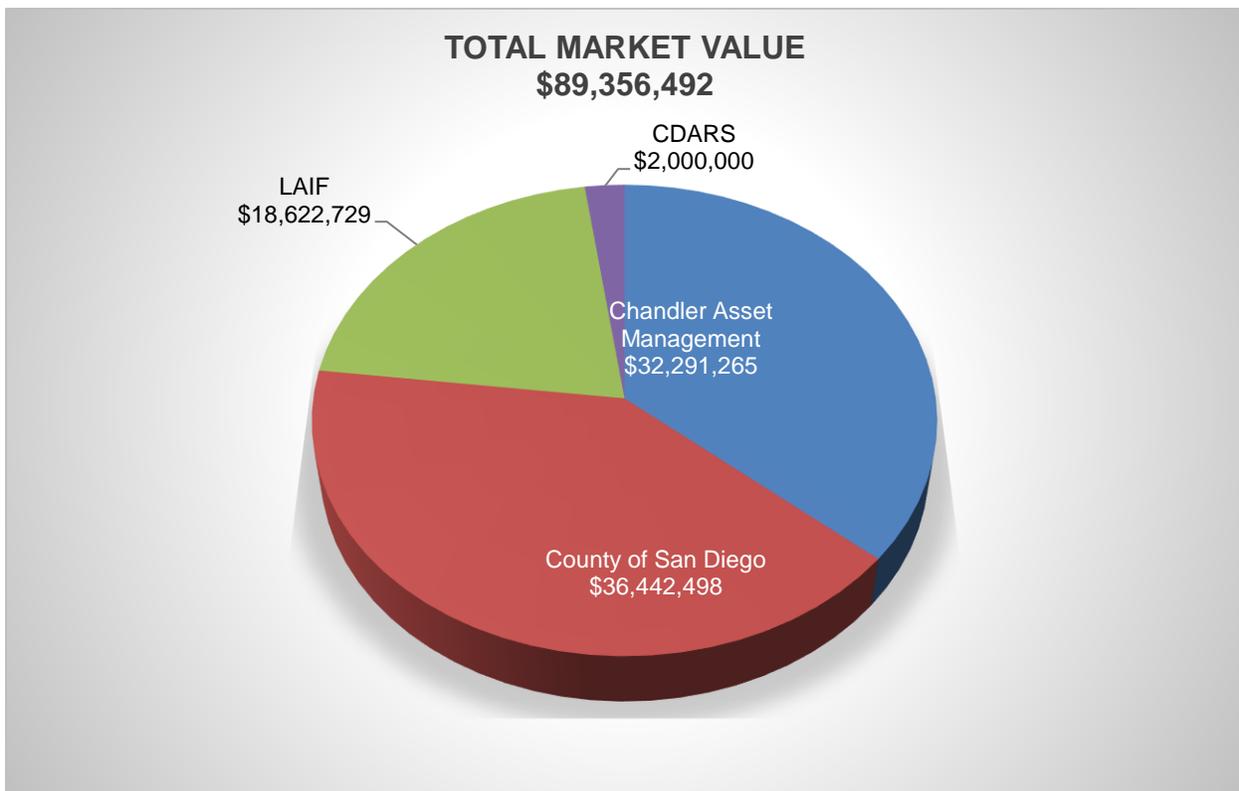
Table 2

Issuer/Manager	Book Value	Total Market Value ¹	Market YTM	% of Portfolio
Chandler Asset Management	31,242,281	32,291,265	0.30%	36.14%
County of San Diego	35,973,615	36,442,498	1.56%	40.78%
Local Agency Investment Fund	\$18,492,493	\$18,622,729 ²	1.22% ³	20.84%
Neighborhood National Bank (CDARS)	2,025,610	2,000,000	1.48%	2.24%
Totals for June 30, 2020	\$87,733,999	\$89,356,492		100.00%

¹ includes accrued interest

² includes LAIF participation factor of 1.004912795

³ calculated on 30/360 basis



INVESTMENT PERFORMANCE BY ISSUER/MANAGER**For the Quarter Ended June 30, 2020****Table 3** **Total Market Value¹**

Issuer/Manager	6/30/20	3/31/20	Change	Period Return	Yield (Net) ³
Chandler Asset Management	\$32,291,265	\$32,004,832	\$286,433	0.92%	NA
County of San Diego	\$36,442,498	\$36,104,777	337,721	0.50%	2.02%
Local Agency Investment Fund	\$18,622,729	\$5,533,377	\$13,089,352	0.34%	1.37%
Neighborhood National Bank (CDARS)	\$2,000,000	\$2,000,000	\$0	0.001%	0.00%
Totals for June 30, 2020	\$89,356,492	\$75,642,986	\$13,713,506 ²	0.43% ⁴	

¹ includes accrued interest² total include deposits and withdrawal(s) of: deposits: 5/8/20 \$6,000,000; 5/28/20 \$7,000,000, (no withdrawals)³ annualized⁴ weighted**Economic review for the Quarter:**

The economy contracted sharply in the second quarter, with GDP declining to an annual rate of 32.9%. Job losses from the pandemic have been severe, but many jobs have started to return, as indicated by the better-than-expected employment reports for May and June.

As expected, the Federal Open Market Committee (FOMC) kept short-term interest rates unchanged at its June 9-10 meeting, with the Federal Funds Target Range remaining 0%-0.25%. According to the FOMC's economic projections, policymakers expect to keep that range unchanged through 2022. Multiple FOMC members have cautioned that the outlook for the economy remains highly uncertain and depends largely upon the path of the pandemic.

Treasury yields were nearly unchanged in June. The yield on 2-year Treasuries declined about one basis point to 0.15% and the yield on 10-year Treasuries was essentially unchanged at 0.66%. Global economic weakness continues to put downward pressure on inflation.

COMPLIANCE STATEMENT

All of the City's investments are in compliance with the City's investment policy (City Council Policy No. 203) and the California Government Code (§53601 et seq).

FINANCIAL STATEMENT

Realized and unrealized gains for the period, reflected below, were \$234,704. These changes include changes in security market values, gain or loss from the sale of assets, accrued interest, and reinvested interest/earnings.

Table 4

Issuer/Manager	Gain/(Loss)
Chandler Asset Management	\$ 50,057
County of San Diego	130,376
Neighborhood National Bank (CDARS)	14,884
LAIF	39,386
Totals for June 30, 2020	\$ 234,704

The difference between the changes reflected in the previous two tables is attributable to the purchase and sale of securities for which the first of the tables accounts but the second table typically does not (unless an investment is sold before maturity).

STAFF CERTIFICATION

Staff certifies that there are sufficient funds to meet the pool's expenditure requirements.

RECOMMENDATIONS

Accept and file the Investment Report for the quarter ended June 30, 2020.

JULY 2020



Market Data

 World Stock Market Indices
 data as of 6/30/2020

	Diff (5/31/20)	% Change
S&P 500	3,100.29	55.98 1.84%
NASDAQ	10,058.77	568.90 5.99%
DOW JONES	25,812.88	429.77 1.69%
FTSE (UK)	6,169.74	93.14 1.53%
DAX (Germany)	12,310.93	724.08 6.25%
Hang Seng (Hong Kong)	24,427.19	1,465.72 6.38%
Nikkei (Japan)	22,288.14	410.25 1.88%

Source: Bloomberg. Please see descriptions of indices on Page 2.

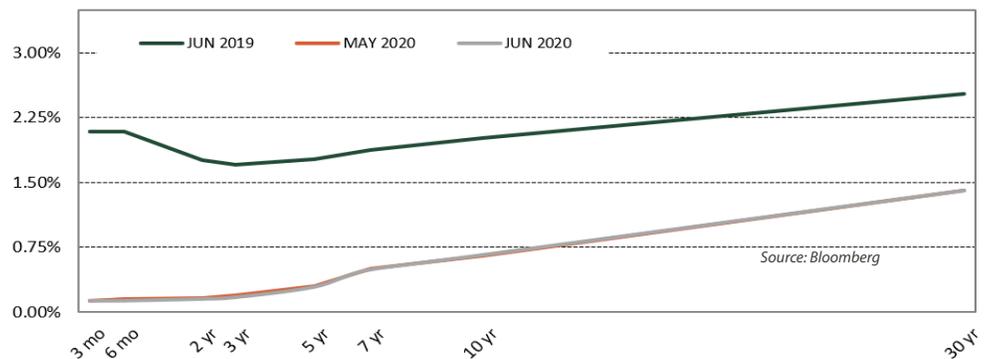
Market Summary

We believe the economy contracted sharply in the second quarter, but market participants are expecting a meaningful rebound in the current quarter. Although we anticipate that the recovery will be somewhat bumpy, we believe the weakest economic data is in the rearview mirror. Robust fiscal and monetary relief should continue to fuel improvement in economic output in the second half of the year. Job destruction from the pandemic has been severe but many jobs have started to return as indicated by the better than expected employment reports for May and June. Nevertheless, we believe there will be a growing amount of pressure on the federal government to provide additional fiscal relief this month, particularly as some temporary unemployment benefits are set to expire at the end of July. We believe the call for more state and local government fiscal support as well as another round of direct payments to households is likely to mount in the coming weeks.

The Federal Open Market Committee (FOMC) kept monetary policy unchanged at its June 9-10 meeting, as expected, with the fed funds target rate in the range of 0%-0.25%. According to the Fed's economic projections, policymakers expect to keep that range unchanged through 2022. Although some economic data has recently surprised to the upside, Fed Chair Powell has maintained a dovish tone. Multiple Fed policymakers have cautioned that the outlook for the economy remains highly uncertain and depends largely on the path of the pandemic. Overall, the Fed remains highly accommodative and we believe the Fed will continue to use its balance sheet to any extent necessary to support the flow of credit and stability of financial markets.

Treasury yields were nearly unchanged in June. The yield on 2-year Treasuries declined about one basis point to 0.15% and the yield on 10-year Treasuries was essentially unchanged at 0.66%. Global economic weakness continues to put downward pressure on inflation expectations. An ongoing global demand for safe-haven assets has also kept a lid on Treasury rates.

TREASURY YIELDS REMAIN LOW ON A HISTORICAL BASIS



At June month-end, Treasury yields were much lower on a year-over-year basis. The 3-month T-bill yield was down 196 basis points, the 2-year Treasury yield was down 161 basis points, and the 10-Year Treasury yield was down 135 basis points, year-over-year. Much of the spread movement was in the month of March 2020, with the Fed cutting rates by a total of 150 basis points and concerns about a global recession and a flight to safe-haven assets driving down yields across the curve.

TREASURY YIELDS	Trend (▲/▼)	6/30/2020	5/31/2020	Change
3-Month	-	0.13	0.13	0.00
2-Year	▼	0.15	0.16	-0.01
3-Year	▼	0.17	0.19	-0.02
5-Year	▼	0.29	0.30	-0.01
7-Year	▼	0.49	0.50	-0.01
10-Year	▲	0.66	0.65	0.01
30-Year	-	1.41	1.41	0.00

Source: Bloomberg

BOND MARKET REVIEW

Since 1988, Chandler Asset Management has specialized in providing fixed income investment solutions to risk-averse public agencies and institutions. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, mitigates risk and generates income in our clients' portfolios.

Credit Spreads Continued to Tighten in June

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top rated commercial paper	0.00	0.07	(0.07)
2-year A corporate note	0.35	0.43	(0.08)
5-year A corporate note	0.66	0.79	(0.13)
5-year Agency note	0.18	0.20	(0.02)

Source: Bloomberg

Data as of 6/30/2020

Economic Data is Showing Early Signs of Improvement

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(54.60) \$Bln MAY 20	(49.80) \$Bln APR 20	(51.30) \$Bln MAY 19
Gross Domestic Product	(5.00%) MAR 20	2.10% DEC 19	3.10% MAR 19
Unemployment Rate	11.10% JUN 20	13.30% MAY 20	3.70% JUN 19
Prime Rate	3.25% JUN 20	3.25% MAY 20	5.50% JUN 19
Commodity Research Bureau Index	137.97 JUN 20	132.24 MAY 20	181.04 JUN 19
Oil (West Texas Int.)	\$39.27 JUN 20	\$35.49 MAY 20	\$58.47 JUN 19
Consumer Price Index (y/o/y)	0.10% MAY 20	0.30% APR 20	1.80% MAY 19
Producer Price Index (y/o/y)	(2.80%) MAY 20	(5.10%) APR 20	1.30% MAY 19
Dollar/Euro	1.12 JUN 20	1.11 MAY 20	1.14 MAY 19

Source: Bloomberg

Economic Roundup

Consumer Prices

The Consumer Price Index (CPI) was up 0.1% year-over-year in May, down from 0.3% in April. Core CPI (CPI less food and energy) was up just 1.2% year-over-year in May, down from 1.4% in April. The Personal Consumption Expenditures (PCE) index was up just 0.5% year-over-year in May, versus up 0.6% year-over-year in April and 1.3% in March. Core PCE, which is the Fed's primary inflation gauge, was up 1.0% year-over-year in May, versus up 1.0% year-over-year in April and 1.7% in March. Consumer pricing data indicate that the effect of the pandemic has been deflationary.

Retail Sales

On a year-over-year basis, retail sales were down 6.1% in May versus down of 19.9% in April. On a month-over-month basis, retail sales jumped 17.7% in May (a much stronger rebound than expected), following a 14.7% decline in April. In May, month-over-month increases were particularly strong for clothing, furniture, sporting goods, electronics, appliances, and auto sales.

Labor Market

U.S. nonfarm payrolls were better than expected in June increasing by 4,800,000 versus expectations of 3,230,000. The unemployment rate declined to 11.1% in June (versus expectations of 12.5%) from 13.3% in May. If the workers who classified themselves as employed but absent from work in the June survey had instead been classified as unemployed on temporary layoff, the total unemployment rate would have been about 1% higher. Job growth was broad-based in June, with particularly strong gains in leisure and hospitality and retail trade, but the improvement was still a long way from recovering the number of jobs lost in those sectors in April. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons, remained very high but eased to 18.0% in June from 21.2% in May. The labor participation rate increased to 61.5% in June from 60.8% in May.

Housing Starts

Housing starts rose 4.3% in May to an annual pace of 974,000. Single family starts were roughly flat at an annualized rate of 675,000, while multi-family starts increased 15.0% to an annualized rate of 299,000. Permits increased 14.4% in May to an annualized rate of 1,220,000.

World Stock Market Index Descriptions

S&P 500—The S&P 500 is a market value weighted index of 500 large-capitalization stocks. The 500 companies included in the index capture approximately 80% of available US market capitalization. NASDAQ—The NASDAQ Composite Index is the market capitalization-weighted index of over 3,300 common stocks listed on the NASDAQ stock exchange. Dow Jones—The Dow Jones Industrial Average is an index that tracks 30 large, publicly-owned companies trading on the New York Stock Exchange and the NASDAQ. The Financial Times Stock Exchange Group (FTSE)—The FTSE is a share index of the 100 companies listed on the London Stock Exchange with the highest market capitalization. DAX—The Deutscher Aktienindex (DAX) is a blue chip stock market index consisting of the 30 major German companies trading on the Frankfurt Stock Exchange. Hang Seng—The Hang Seng Index is a freefloat-adjusted market-capitalization-weighted stock market index in Hong Kong. It is used to record and monitor daily changes of the largest companies of the Hong Kong stock market and is the main indicator of overall market performance in Hong Kong. Nikkei—Japan's Nikkei 225 Stock Average is a price-weighted index composed of Japan's top 225 blue-chip companies traded on the Tokyo Stock Exchange.

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Data source: Bloomberg and the U.S. Department of Labor. This report is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as an indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment. Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.



City of National City - Account #10162

MONTHLY ACCOUNT STATEMENT

JUNE 1, 2020 THROUGH JUNE 30, 2020

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

Bank of New York Mellon
Lauren Dehner
(904) 645-1918

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.83
Average Coupon	1.93%
Average Purchase YTM	1.86%
Average Market YTM	0.30%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	1.97 yrs
Average Life	1.87 yrs

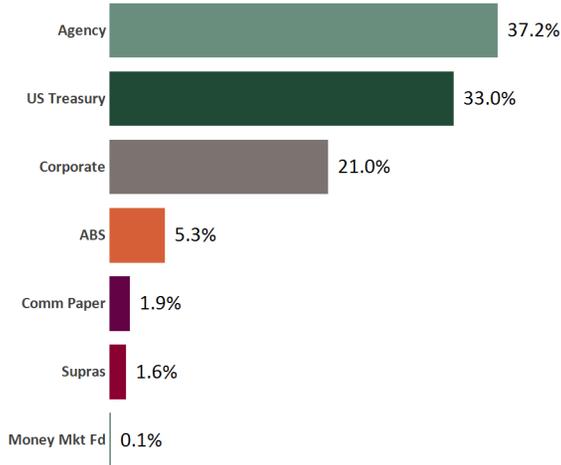
ACCOUNT SUMMARY

	Beg. Values as of 5/31/20	End Values as of 6/30/20
Market Value	32,111,539	32,153,136
Accrued Interest	137,438	138,128
Total Market Value	32,248,977	32,291,265
Income Earned	50,841	50,057
Cont/WD		-2,314
Par	31,162,623	31,176,944
Book Value	31,188,946	31,242,281
Cost Value	31,188,946	31,242,281

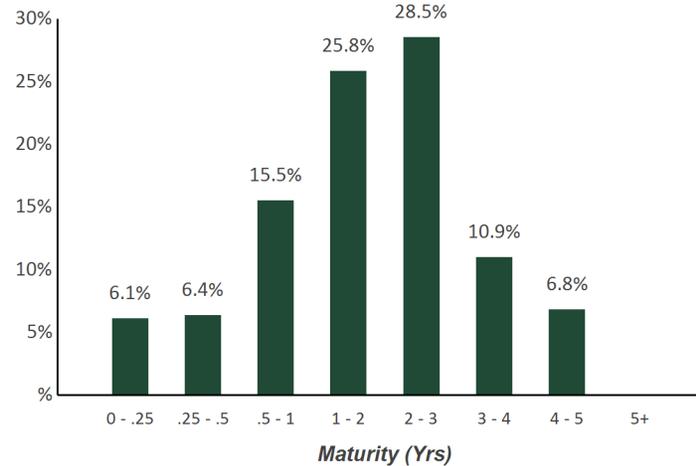
TOP ISSUERS

Government of United States	33.0%
Federal Home Loan Bank	13.9%
Federal Home Loan Mortgage Corp	11.5%
Federal National Mortgage Assoc	10.0%
Apple Inc	2.3%
MUFG Bank Ltd/NY	1.9%
Honda ABS	1.8%
Federal Farm Credit Bank	1.8%
Total	76.1%

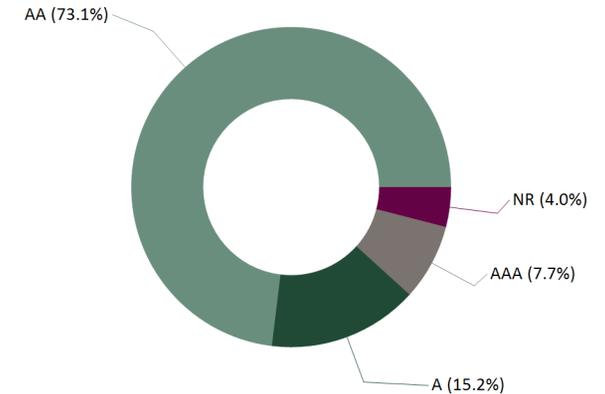
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	2/29/2012
City of National City	0.14%	0.92%	2.83%	4.13%	4.14%	2.87%	2.07%	N/A	1.49%
ICE BAML 1-3 Yr US Treasury/Agency Index	0.03%	0.14%	2.92%	4.05%	4.00%	2.68%	1.85%	N/A	1.37%
ICE BAML 1-3 Yr US Corp/Govt Rated AAA-A Index	0.12%	0.69%	2.93%	4.17%	4.17%	2.83%	2.02%	N/A	1.55%

Statement of Compliance

As of June 30, 2020



City of National City

Assets managed by Chandler Asset Management are in full compliance with state law and with the City's investment policy.

Category	Standard	Comment
Municipal Securities	"A" rated or better by two NRSROs; 30% maximum; 5% max per issuer; Include bonds of the City, the State of California, any other state, and any local agency within the State of California; Bonds will be registered in the name of the City or held under a custodial agreement at a bank.	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Supranationals	"AA" rated category or higher by a NRSRO; 30% maximum; 10% max per issuer; U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, IADB	Complies
Banker's Acceptances	"A-1" short-term debt rated or higher by at least two NRSROs; and "A" long term debt rated by two NRSROs; 40% maximum; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" rated or higher by at least two NRSROs; and "A" rated long term debt by two NRSROs; 25% maximum; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets > \$500 million.	Complies
FDIC insured Time Deposits/ Certificates of Deposit	Amount per institution limited to the max covered under FDIC; 30% maximum combined certificates of deposit including CDARS	Complies
Negotiable Certificates of Deposit	"A" long-term debt rated or higher by at least two NRSROs; and/or "A1" short-term debt rated or higher by at least two NRSROs; 30% maximum; 5% max per issuer	Complies
Corporate Medium Term Notes	"A" rated category or better by at least two NRSROs; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by U.S. or any state and operating within the U.S.	Complies
Money Market Mutual Funds	Highest rating or AAA rated or equivalent by at least two NRSROs; 20% maximum; SEC registered with assets under management in excess of \$500 million	Complies
Mortgage Pass-throughs and Asset Backed Securities	"AA" rating category or better by a NRSRO; 20% maximum	Complies
Local Agency Investment Fund (LAIF)	Maximum permitted amount in LAIF; Currently not used by investment adviser	Complies
Local Government Investment Pools	San Diego County Investment Pool	Complies
Prohibited Securities	Inverse floaters; Ranges notes; Interest-only strips from mortgaged backed securities; Zero interest accrual securities; Reverse Repurchase Agreements; Foreign currency denominated sec	Complies
Callable Securities	20% maximum (does not include "make whole call" securities)	Complies
Maximum Issuer	5% max per issuer, except as noted in Section VIII of the investment policy	Complies
Maximum maturity	5 years	Complies

Reconciliation Summary

As of June 30, 2020



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$31,188,945.55
Acquisition		
+ Security Purchases	\$1,497,732.75	
+ Money Market Fund Purchases	\$697,320.47	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$2,195,053.22
Dispositions		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$1,500,667.65	
- MMF Withdrawals	\$2,313.80	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$575,000.00	
- Calls	\$0.00	
- Principal Paydowns	\$70,018.78	
Total Dispositions		\$2,148,000.23
Amortization/Accretion		
+/- Net Accretion	\$0.00	
		\$0.00
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	\$6,282.15	
		\$6,282.15
ENDING BOOK VALUE		\$31,242,280.69

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$840,525.32
Acquisition		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$52,295.15	
Dividend Received	\$6.54	
Principal on Maturities	\$575,000.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$70,018.78	
Total Acquisitions	\$697,320.47	
Dispositions		
Withdrawals	\$2,313.80	
Security Purchase	\$1,497,732.75	
Accrued Interest Paid	\$2,934.90	
Total Dispositions	\$1,502,981.45	
ENDING BOOK VALUE		\$34,864.34

Income Earned

As of June 30, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
02665WAZ4	American Honda Finance Note 2.45% Due 09/24/2020	07/11/2017 07/14/2017 400,000.00	405,848.00 0.00 0.00 405,848.00	1,823.89 0.00 2,640.56 816.67	0.00 0.00 0.00 816.67	816.67
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	Various Various 700,000.00	700,739.00 0.00 0.00 700,739.00	1,306.67 0.00 2,706.67 1,400.00	0.00 0.00 0.00 1,400.00	1,400.00
06051GEU9	Bank of America Corp Note 3.3% Due 01/11/2023	12/27/2018 12/31/2018 400,000.00	393,500.00 0.00 0.00 393,500.00	5,133.33 0.00 6,233.33 1,100.00	0.00 0.00 0.00 1,100.00	1,100.00
06406RAA5	Bank of NY Mellon Corp Callable Note Cont 1/7/2022 2.6% Due 02/07/2022	08/14/2018 08/16/2018 400,000.00	392,152.00 0.00 0.00 392,152.00	3,293.33 0.00 4,160.00 866.67	0.00 0.00 0.00 866.67	866.67
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023 2.75% Due 03/15/2023	08/26/2019 08/28/2019 400,000.00	412,068.00 0.00 0.00 412,068.00	2,322.22 0.00 3,238.89 916.67	0.00 0.00 0.00 916.67	916.67
24422EUR8	John Deere Capital Corp Note 3.45% Due 01/10/2024	03/14/2019 03/18/2019 400,000.00	408,860.00 0.00 0.00 408,860.00	5,405.00 0.00 6,555.00 1,150.00	0.00 0.00 0.00 1,150.00	1,150.00
3130A0F70	FHLB Note 3.375% Due 12/08/2023	01/30/2019 01/31/2019 525,000.00	540,734.25 0.00 0.00 540,734.25	8,514.84 8,859.38 1,132.03 1,476.57	0.00 0.00 0.00 1,476.57	1,476.57
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	Various Various 580,000.00	605,009.60 0.00 0.00 605,009.60	7,735.34 8,337.50 787.44 1,389.60	0.00 0.00 0.00 1,389.60	1,389.60
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	10/29/2019 10/30/2019 300,000.00	315,474.00 0.00 0.00 315,474.00	1,868.75 0.00 2,587.50 718.75	0.00 0.00 0.00 718.75	718.75

Income Earned

As of June 30, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130A3KM5	FHLB Note 2.5% Due 12/09/2022	09/10/2019 09/13/2019 575,000.00	591,174.75 0.00 0.00 591,174.75	6,868.06 7,187.50 878.47 1,197.91	0.00 0.00 0.00 1,197.91	1,197.91
3130A7CV5	FHLB Note 1.375% Due 02/18/2021	10/13/2016 10/14/2016 490,000.00	490,960.40 0.00 0.00 490,960.40	1,927.67 0.00 2,489.13 561.46	0.00 0.00 0.00 561.46	561.46
3130AABG2	FHLB Note 1.875% Due 11/29/2021	03/08/2017 03/09/2017 565,000.00	559,044.90 0.00 0.00 559,044.90	58.85 0.00 941.67 882.82	0.00 0.00 0.00 882.82	882.82
313378WG2	FHLB Note 2.5% Due 03/11/2022	03/13/2018 03/14/2018 600,000.00	596,646.00 0.00 0.00 596,646.00	3,333.33 0.00 4,583.33 1,250.00	0.00 0.00 0.00 1,250.00	1,250.00
313379Q69	FHLB Note 2.125% Due 06/10/2022	06/20/2017 06/21/2017 600,000.00	607,110.00 0.00 0.00 607,110.00	6,056.25 6,375.00 743.75 1,062.50	0.00 0.00 0.00 1,062.50	1,062.50
3133ELWD2	FFCB Note 0.375% Due 04/08/2022	04/03/2020 04/08/2020 565,000.00	564,163.80 0.00 0.00 564,163.80	311.93 0.00 488.49 176.56	0.00 0.00 0.00 176.56	176.56
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 645,000.00	643,058.55 0.00 0.00 643,058.55	40.31 0.00 174.69 134.38	0.00 0.00 0.00 134.38	134.38
3135G0D75	FNMA Note Due 06/22/2020	12/17/2015 12/21/2015 0.00	568,778.50 0.00 568,778.50 0.00	3,809.38 4,312.50 0.00 503.12	0.00 0.00 0.00 503.12	503.12
3135G0N82	FNMA Note 1.25% Due 08/17/2021	01/26/2017 01/31/2017 440,000.00	425,444.80 0.00 0.00 425,444.80	1,588.89 0.00 2,047.22 458.33	0.00 0.00 0.00 458.33	458.33

Income Earned

As of June 30, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G0T78	FNMA Note 2% Due 10/05/2022	12/12/2017 12/13/2017 500,000.00	494,215.00 0.00 0.00 494,215.00	1,555.56 0.00 2,388.89 833.33	0.00 0.00 0.00 833.33	833.33
3135G0U27	FNMA Note 2.5% Due 04/13/2021	07/23/2018 07/24/2018 300,000.00	297,771.00 0.00 0.00 297,771.00	1,000.00 0.00 1,625.00 625.00	0.00 0.00 0.00 625.00	625.00
3135G0W33	FNMA Note 1.375% Due 09/06/2022	09/05/2019 09/06/2019 625,000.00	622,825.00 0.00 0.00 622,825.00	2,029.08 0.00 2,745.23 716.15	0.00 0.00 0.00 716.15	716.15
3135G0X24	FNMA Note 1.625% Due 01/07/2025	01/16/2020 01/17/2020 625,000.00	623,050.00 0.00 0.00 623,050.00	3,977.86 0.00 4,824.22 846.36	0.00 0.00 0.00 846.36	846.36
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	Various Various 575,000.00	585,310.00 0.00 0.00 585,310.00	5,234.90 0.00 6,372.92 1,138.02	0.00 0.00 0.00 1,138.02	1,138.02
3137EAEK1	FHLMC Note 1.875% Due 11/17/2020	01/18/2018 01/19/2018 600,000.00	594,780.00 0.00 0.00 594,780.00	437.50 0.00 1,375.00 937.50	0.00 0.00 0.00 937.50	937.50
3137EAEL9	FHLMC Note 2.375% Due 02/16/2021	03/13/2018 03/14/2018 600,000.00	598,068.00 0.00 0.00 598,068.00	4,156.25 0.00 5,343.75 1,187.50	0.00 0.00 0.00 1,187.50	1,187.50
3137EAEN5	FHLMC Note 2.75% Due 06/19/2023	11/26/2018 11/27/2018 600,000.00	593,214.00 0.00 0.00 593,214.00	7,425.00 8,250.00 550.00 1,375.00	0.00 0.00 0.00 1,375.00	1,375.00
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	06/04/2020 06/05/2020 625,000.00	0.00 652,443.75 0.00 652,443.75	0.00 (2,890.63) 3,567.71 677.08	0.00 0.00 0.00 677.08	677.08

Income Earned

As of June 30, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 600,000.00	599,748.00 0.00 0.00 599,748.00	150.00 0.00 337.50 187.50	0.00 0.00 0.00 187.50	187.50
369550BE7	General Dynamics Corp Note 3% Due 05/11/2021	Various Various 400,000.00	397,216.30 0.00 0.00 397,216.30	666.66 0.00 1,666.66 1,000.00	0.00 0.00 0.00 1,000.00	1,000.00
40428HPV8	HSBC USA Inc Note 2.75% Due 08/07/2020	11/16/2017 11/20/2017 290,000.00	293,569.90 0.00 0.00 293,569.90	2,525.42 0.00 3,190.00 664.58	0.00 0.00 0.00 664.58	664.58
43813RAC1	Honda Auto Receivables 2020-1 A3 1.61% Due 04/22/2024	02/19/2020 02/26/2020 70,000.00	69,986.28 0.00 0.00 69,986.28	31.31 93.92 31.31 93.92	0.00 0.00 0.00 93.92	93.92
43814UAG4	Honda Auto Receivables Trust 2018-2 A3 3.01% Due 05/18/2022	05/22/2018 05/30/2018 131,146.77	142,685.39 0.00 11,541.47 131,143.92	155.09 357.91 142.55 345.37	0.00 0.00 0.00 345.37	345.37
43814WAB1	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 09/20/2021	02/19/2019 02/27/2019 53,558.86	63,743.84 0.00 10,188.42 53,555.42	63.31 146.09 53.19 135.97	0.00 0.00 0.00 135.97	135.97
43815HAC1	Honda Auto Receivables Trust 2018-3 A3 2.95% Due 08/22/2022	08/21/2018 08/28/2018 204,547.46	220,162.92 0.00 15,643.52 204,519.40	180.44 541.31 167.62 528.49	0.00 0.00 0.00 528.49	528.49
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 100,000.00	99,999.17 0.00 0.00 99,999.17	79.11 148.33 79.11 148.33	0.00 0.00 0.00 148.33	148.33
45950KCM0	International Finance Corp Note 2.25% Due 01/25/2021	01/24/2018 01/26/2018 500,000.00	498,580.00 0.00 0.00 498,580.00	3,937.50 0.00 4,875.00 937.50	0.00 0.00 0.00 937.50	937.50

Income Earned

As of June 30, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
46625HJE1	JP Morgan Chase Note 3.25% Due 09/23/2022	12/19/2019 12/24/2019 400,000.00	413,076.00 0.00 0.00 413,076.00	2,455.56 0.00 3,538.89 1,083.33	0.00 0.00 0.00 1,083.33	1,083.33
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 115,000.00	114,975.59 0.00 0.00 114,975.59	112.96 211.79 112.96 211.79	0.00 0.00 0.00 211.79	211.79
47789JAB2	John Deere Owner Trust 2019-A A2 2.85% Due 12/15/2021	03/05/2019 03/13/2019 68,959.90	81,032.56 0.00 12,075.80 68,956.76	102.65 192.46 87.35 177.16	0.00 0.00 0.00 177.16	177.16
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	03/04/2020 03/11/2020 170,000.00	169,989.61 0.00 0.00 169,989.61	83.11 155.83 83.11 155.83	0.00 0.00 0.00 155.83	155.83
594918BG8	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/03/2020	07/11/2017 07/14/2017 270,000.00	270,999.00 0.00 0.00 270,999.00	420.00 0.00 870.00 450.00	0.00 0.00 0.00 450.00	450.00
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 360,000.00	359,980.99 0.00 0.00 359,980.99	308.80 579.00 308.80 579.00	0.00 0.00 0.00 579.00	579.00
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 09/15/2021	10/26/2017 10/31/2017 400,000.00	395,816.00 0.00 0.00 395,816.00	1,604.44 0.00 2,237.78 633.34	0.00 0.00 0.00 633.34	633.34
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 07/28/2022	04/24/2018 04/26/2018 400,000.00	385,792.00 0.00 0.00 385,792.00	3,348.33 0.00 4,165.00 816.67	0.00 0.00 0.00 816.67	816.67
857477AV5	State Street Bank Note 1.95% Due 05/19/2021	07/12/2017 07/17/2017 400,000.00	396,056.00 0.00 0.00 396,056.00	260.00 0.00 910.00 650.00	0.00 0.00 0.00 650.00	650.00

Income Earned

As of June 30, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 05/15/2024	06/17/2020 06/19/2020 240,000.00	0.00 245,531.25 0.00 245,531.25	0.00 (44.27) 177.07 132.80	0.00 0.00 0.00 132.80	132.80
89236TFS9	Toyota Motor Credit Corp Note 3.35% Due 01/08/2024	05/20/2019 05/22/2019 400,000.00	411,444.00 0.00 0.00 411,444.00	5,322.78 0.00 6,439.44 1,116.66	0.00 0.00 0.00 1,116.66	1,116.66
89238KAD4	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 01/18/2022	Various Various 163,866.24	183,920.70 0.00 20,508.92 163,411.78	128.54 296.63 114.21 282.30	0.00 0.00 0.00 282.30	282.30
91159HHL7	US Bancorp Callable Note 1X 12/29/2020 2.35% Due 01/29/2021	07/19/2017 07/24/2017 400,000.00	404,036.00 0.00 0.00 404,036.00	3,185.56 0.00 3,968.89 783.33	0.00 0.00 0.00 783.33	783.33
9128284D9	US Treasury Note 2.5% Due 03/31/2023	12/27/2018 12/28/2018 450,000.00	448,505.86 0.00 0.00 448,505.86	1,905.74 0.00 2,827.87 922.13	0.00 0.00 0.00 922.13	922.13
912828G53	US Treasury Note 1.875% Due 11/30/2021	08/28/2017 08/29/2017 600,000.00	604,994.20 0.00 0.00 604,994.20	30.74 0.00 952.87 922.13	0.00 0.00 0.00 922.13	922.13
912828L24	US Treasury Note 1.875% Due 08/31/2022	09/06/2018 09/07/2018 450,000.00	435,445.31 0.00 0.00 435,445.31	2,132.30 0.00 2,820.14 687.84	0.00 0.00 0.00 687.84	687.84
912828L32	US Treasury Note 1.375% Due 08/31/2020	Various Various 600,000.00	600,184.82 0.00 0.00 600,184.82	2,084.92 0.00 2,757.47 672.55	0.00 0.00 0.00 672.55	672.55
912828M80	US Treasury Note 2% Due 11/30/2022	04/11/2019 04/15/2019 600,000.00	593,554.69 0.00 0.00 593,554.69	32.79 0.00 1,016.39 983.60	0.00 0.00 0.00 983.60	983.60

Income Earned

As of June 30, 2020



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912828M98	US Treasury Note 1.625% Due 11/30/2020	11/29/2016 11/30/2016 570,000.00	568,331.99 0.00 0.00 568,331.99	25.31 0.00 784.53 759.22	0.00 0.00 0.00 759.22	759.22
912828Q37	US Treasury Note 1.25% Due 03/31/2021	04/27/2017 04/28/2017 375,000.00	369,024.69 0.00 0.00 369,024.69	794.06 0.00 1,178.28 384.22	0.00 0.00 0.00 384.22	384.22
912828Q78	US Treasury Note 1.375% Due 04/30/2021	05/25/2017 05/31/2017 500,000.00	494,650.11 0.00 0.00 494,650.11	597.83 0.00 1,158.29 560.46	0.00 0.00 0.00 560.46	560.46
912828S76	US Treasury Note 1.125% Due 07/31/2021	08/28/2018 08/29/2018 600,000.00	573,375.00 0.00 0.00 573,375.00	2,262.36 0.00 2,818.68 556.32	0.00 0.00 0.00 556.32	556.32
912828TY6	US Treasury Note 1.625% Due 11/15/2022	03/03/2020 03/04/2020 600,000.00	614,484.38 0.00 0.00 614,484.38	450.41 0.00 1,245.24 794.83	0.00 0.00 0.00 794.83	794.83
912828V72	US Treasury Note 1.875% Due 01/31/2022	09/17/2018 09/18/2018 450,000.00	435,744.14 0.00 0.00 435,744.14	2,827.95 0.00 3,523.35 695.40	0.00 0.00 0.00 695.40	695.40
912828W71	US Treasury Note 2.125% Due 03/31/2024	12/05/2019 12/06/2019 225,000.00	229,640.63 0.00 0.00 229,640.63	809.94 0.00 1,201.84 391.90	0.00 0.00 0.00 391.90	391.90
912828W89	US Treasury Note 1.875% Due 03/31/2022	04/26/2018 04/30/2018 600,000.00	580,593.75 0.00 0.00 580,593.75	1,905.74 0.00 2,827.87 922.13	0.00 0.00 0.00 922.13	922.13
912828WE6	US Treasury Note 2.75% Due 11/15/2023	07/22/2019 07/23/2019 600,000.00	624,000.00 0.00 0.00 624,000.00	762.23 0.00 2,107.34 1,345.11	0.00 0.00 0.00 1,345.11	1,345.11

Income Earned

As of June 30, 2020



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912828WN6	US Treasury Note 2% Due 05/31/2021	04/29/2019 04/30/2019 550,000.00	546,755.86 0.00 0.00 546,755.86	30.05 0.00 931.69 901.64	0.00 0.00 0.00 901.64	901.64
912828XR6	US Treasury Note 1.75% Due 05/31/2022	03/03/2020 03/04/2020 600,000.00	613,710.94 0.00 0.00 613,710.94	28.69 0.00 889.34 860.65	0.00 0.00 0.00 860.65	860.65
912828ZA1	US Treasury Note 1.125% Due 02/28/2022	03/24/2020 03/25/2020 700,000.00	709,925.78 0.00 0.00 709,925.78	1,990.15 0.00 2,632.13 641.98	0.00 0.00 0.00 641.98	641.98
912828ZD5	US Treasury Note 0.5% Due 03/15/2023	03/24/2020 03/25/2020 675,000.00	676,476.56 0.00 0.00 676,476.56	715.35 0.00 990.49 275.14	0.00 0.00 0.00 275.14	275.14
931142EJ8	Wal-Mart Stores Note 3.125% Due 06/23/2021	07/02/2018 07/05/2018 400,000.00	402,052.00 0.00 0.00 402,052.00	5,486.11 6,250.00 277.78 1,041.67	0.00 0.00 0.00 1,041.67	1,041.67
			29,724,260.51	137,208.43	0.00	
			897,975.00	49,360.25	0.00	
			638,736.63	137,678.92	0.00	
Total Fixed Income		29,917,079.23	29,983,498.88	49,830.74	49,830.74	49,830.74

CASH & EQUIVALENT

60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 34,864.34	840,525.32 697,320.47 1,502,981.45 34,864.34	0.00 6.54 0.00 6.54	0.00 0.00 0.00 6.54	6.54
62479LHU2	MUFG Bank Ltd Discount CP 0.4% Due 08/28/2020	04/29/2020 04/29/2020 625,000.00	624,159.72 0.00 0.00 624,159.72	229.17 0.00 437.50 208.33	0.00 0.00 0.00 208.33	208.33

Income Earned

As of June 30, 2020



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9127964G1	US Treasury Bill 0.143% Due 10/06/2020	06/25/2020 06/26/2020 600,000.00	0.00 599,757.75 0.00 599,757.75	0.00 0.00 11.88 11.88	0.00 0.00 0.00 11.88	11.88
			1,464,685.04	229.17	0.00	
			1,297,078.22	6.54	0.00	
			1,502,981.45	449.38	0.00	
Total Cash & Equivalent		1,259,864.34	1,258,781.81	226.75	226.75	226.75
			31,188,945.55	137,437.60	0.00	
			2,195,053.22	49,366.79	0.00	
			2,141,718.08	138,128.30	0.00	
TOTAL PORTFOLIO		31,176,943.57	31,242,280.69	50,057.49	50,057.49	50,057.49



COUNTY OF SAN DIEGO INVESTMENT POOL
TREASURY INVESTMENT RESULTS

JUNE
2020

PARTICIPANT CASH BALANCES

County of San Diego Pooled Money Fund

As of June 30, 2020

(\$'000)

PARTICIPANT	FMV 04/30/20	FMV 05/31/20	FMV 06/30/20	% of Total	PARTICIPANT	FMV 04/30/20	FMV 05/31/20	FMV 06/30/20	% of Total
COUNTY	\$ 1,500,287	\$ 1,453,312	\$ 1,012,375	9.80%	Lake Cuyamaca Rec & Park District	38	38	39	
COUNTY - SPECIAL TRUST FUNDS	3,306,777	3,065,183	3,082,718	29.83%	Lakeside FPD	10,702	11,799	11,356	
NON-COUNTY INVESTMENT FUNDS	126,756	117,785	120,957	1.17%	Leucadia Wastewater District	3,970	3,967	3,990	
SCHOOLS - (K THRU 12)	5,320,217	5,000,605	4,393,500	42.52%	Lower Sweetwater FPD	831	781	793	
					Metropolitan Transit System	38,242	37,908	39,348	
COMMUNITY COLLEGES					Mission Resource Conservation District	118	119	120	
San Diego	203,980	186,939	180,682	1.76%	North County Transit District	0	0	20,261	
Grossmont-Cuyamaca	166,237	140,871	149,558	1.45%	North County Cemetery District	6,725	6,667	6,713	
MiraCosta	136,524	121,982	116,985	1.13%	North County Dispatch	4,517	4,535	4,926	
Palomar	249,042	232,548	239,406	2.32%	North County FPD	5,711	5,020	4,268	
Southwestern	147,528	139,991	139,831	1.35%	Otay Water District	291	291	5,155	
Total Community Colleges	903,311	822,332	826,463	8.00%	Pomerado Cemetery District	2,137	2,148	2,113	
					Public Agencies Self-Insurance System	3,617	3,615	3,636	
FIRST 5 COMMISSION	48,021	45,208	46,374		Ramona Cemetery District	965	948	948	
SANCAL	3,895	3,893	3,919		Rancho Santa Fe FPD	14,845	13,873	12,672	
SDCERA	2,175	7,323	7,774		Rincon del Diablo Municipal Water District	4,804	4,801	5,842	
					SANDAG	193,730	191,903	189,134	
CITIES					SD County Regional Airport Authority	293,987	293,913	294,027	
Chula Vista	35,685	35,664	35,889		San Diego Housing Commission	22,085	22,072	22,200	
Coronado	20,934	20,922	41,386		San Diego Geographic Information Source	811	829	707	
Del Mar	2,763	2,762	2,778		San Diego Law Library	4,201	4,186	3,997	
El Cajon	5,171	5,168	5,198		San Diego Local Agency Formation Comm	1,649	1,481	1,356	
Encinitas	4,191	4,188	4,212		San Diego Regional Training Center	640	838	1,040	
National City	36,254	36,233	36,442		San Dieguito River Park	808	658	575	
Oceanside	0	0	0		San Marcos FPD	1	1	1	
					San Miguel Consolidated FPD	18,159	16,815	16,429	
INDEPENDENT AGENCIES					Santa Fe Irrigation District	4,496	4,494	4,520	
Alpine FPD	2,774	2,612	2,413		Serra Cooperative Library System	2	2	2	
Bonita-Sunnyside FPD	7,054	6,505	6,620		Upper San Luis Rey Resource Conserv Dist	70	70	71	
Borrego Springs FPD	1,692	1,647	1,648		Vallecitos Water District	5,523	5,519	5,551	
Canebrake County Water District	54	54	55		Valley Center FPD	2,645	2,355	2,383	
Deer Springs FPD	12,827	11,722	11,961		Valley Center Cemetery District	487	488	491	
Fallbrook Public Utility District	16	16	0		Valley Center Water District	22,123	21,271	22,311	
Grossmont Healthcare District	2	2	2		Vista FPD	3,939	3,937	3,227	
Julian-Cuyamaca FPD	498	503	514		Total Voluntary Participants	856,875	851,762	897,390	8.68%

Pooled Money Fund Total \$ 12,014,223 \$ 11,310,979 \$ 10,333,400

Below is the market price for June 2020. Let me know if you need anything else.

National City		Pool YTM: 1.559			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended June 30th, 2020					
		Current Month	Prior Month	Prior Quarter	Prior Year
		6/30/2020	5/31/2020	3/31/2020	6/30/2019
	COSD Pool Market Price	101.558%	101.409%	101.179%	99.920%
	COSD Pool Market Value	10,333,403,151	11,310,979,395	10,389,378,044	10,135,946,100
	National City percentage of MV share in COSD Pool	0.3527%	0.3203%	0.3475%	0.0787%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	35,973,615	36,442,498	36,232,881	36,104,777	7,976,990
Total for National City	35,973,615	36,442,498	36,232,881	36,104,777	7,976,990

** Please note that the National City Market Value reported above is a prorata share of National City in the COSD Investment Pool and based on National City Cash Balance.*

Thank you,

<http://www.sdtreastax.com/> style='position:absolute;margin-left:0;margin-top:0;width:52.55pt;height:52.55pt;z-index:251659264;visibility:visible;mso-wrap-style:square;mso-width-percent:0;mso-height-percent:0;mso-wrap-distance-left:0;mso-wrap-distance-top:0;mso-wrap-distance-right:9pt;mso-wrap-distance-bottom:0;mso-position-horizontal:left;mso-position-horizontal-relative:text;mso-position-vertical:absolute;mso-position-vertical-relative:text;mso-width-percent:0;mso-height-percent:0;mso-width-relative:page;mso-height-relative:page' o:button="t"> **Tommy Trinh**
 Student Worker
San Diego County Treasurer-Tax Collector's Office
 1600 Pacific Highway Rm. 152 | San Diego, CA 92101
 Phone: 619.531.5275 | Fax: 619.446.8222 | www.sdttc.com

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

Hello, below is the market price for May 2020. Let me know if you need anything else.

National City		Pool YTM: 1.637			
		Current Month	Prior Month	Prior Quarter	Prior Year
Conversion of Oracle Cash Balance to COSD Pool Market Price		5/31/2020	4/30/2020	2/29/2020	5/31/2019
Month Ended May 31st, 2020					
COSD Pool Market Price		101.409%	101.240%	100.120%	99.967%
COSD Pool Market Value		11,310,979,395	12,014,227,566	10,166,427,750	10,645,176,991
National City percentage of MV share in COSD Pool		0.3203%	0.3018%	0.3513%	0.0787%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	35,843,238	36,232,881	36,258,939	35,714,661	8,377,754
Total for National City	35,843,238	36,232,881	36,258,939	35,714,661	8,377,754

** Please note that the National City Market Value reported above is a prorated share of National City in the COSD Investment Pool and based on National City Cash Balance.*

Thank you,

<http://www.sdtreastax.com/> style='position:absolute;margin-left:0;margin-top:0;width:52.55pt;height:52.55pt;z-index:251659264;visibility:visible;mso-wrap-style:square;mso-width-percent:0;mso-height-percent:0;mso-wrap-distance-left:0;mso-wrap-distance-top:0;mso-wrap-distance-right:9pt;mso-wrap-distance-bottom:0;mso-position-horizontal:left;mso-position-horizontal-relative:text;mso-position-vertical:absolute;mso-position-vertical-relative:text;mso-width-percent:0;mso-height-percent:0;mso-width-relative:page;mso-height-relative:page' o:button="t"> **Tommy Trinh**

Student Worker

San Diego County Treasurer-Tax Collector's Office

1600 Pacific Highway Rm. 152 | San Diego, CA 92101

Below is the market price for National City. Let me know if you need anything else.

National City		Pool YTM: 1.694			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended April 30th, 2020					
		Current Month	Prior Month	Prior Quarter	Prior Year
		4/30/2020	3/31/2020	1/31/2020	4/30/2019
COSD Pool Market Price		101.240%	101.179%	100.284%	99.708%
COSD Pool Market Value		12,014,227,566	10,389,378,044	10,378,802,888	11,199,667,684
National City percentage of MV share in COSD Pool		0.3018%	0.3475%	0.3452%	0.0746%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	35,843,238	36,258,939	36,104,777	35,825,247	8,354,952
Total for National City	35,843,238	36,258,939	36,104,777	35,825,247	8,354,952

** Please note that the National City Market Value reported above is a prorate share of National City in the COSD Investment Pool and based on National City Cash Balance.*

Thank you,

<http://www.sdtreastax.com/> style='position:absolute;margin-left:0;margin-top:0;width:52.55pt;height:52.55pt;z-index:251659264;visibility:visible;mso-wrap-style:square;mso-width-percent:0;mso-height-percent:0;mso-wrap-distance-left:0;mso-wrap-distance-top:0;mso-wrap-distance-right:9pt;mso-wrap-distance-bottom:0;mso-position-horizontal:left;mso-position-horizontal-relative:text;mso-position-vertical:absolute;mso-position-vertical-relative:text;mso-width-percent:0;mso-height-percent:0;mso-width-relative:page;mso-height-relative:page' o:button="t"> **Tommy Trinh**

Student Worker

San Diego County Treasurer-Tax Collector's Office

1600 Pacific Highway Rm. 152 | San Diego, CA 92101

Phone: 619.531.5275 | Fax: 619.446.8222 | www.sdttc.com

California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

July 01, 2020

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CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

[Tran Type Definitions](#)

//

Account Number: 98-37-576

June 2020 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	18,492,493.05
Total Withdrawal:	0.00	Ending Balance:	18,492,493.05

California State Treasurer

Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

July 01, 2020

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CITY OF NATIONAL CITY

FINANCE DIRECTOR
1243 NATIONAL CITY BLVD
NATIONAL CITY, CA 91950-4397

[Tran Type Definitions](#)

Account Number: 98-37-576

May 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
5/8/2020	5/8/2020	RD	1641423	N/A	KARIM GALEANA	6,000,000.00
5/28/2020	5/28/2020	RD	1642587	N/A	KARIM GALEANA	7,000,000.00

Account Summary

Total Deposit:	13,000,000.00	Beginning Balance:	5,492,493.05
Total Withdrawal:	0.00	Ending Balance:	18,492,493.05

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

May 04, 2020

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CITY OF NATIONAL CITY

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 NATIONAL CITY, CA 91950-4397

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//

Account Number: 98-37-576

April 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
4/15/2020	4/14/2020	QRD	1637930	N/A	SYSTEM	27,503.84

Account Summary

Total Deposit:	27,503.84	Beginning Balance:	5,464,989.21
Total Withdrawal:	0.00	Ending Balance:	5,492,493.05



BETTY T. YEE
California State Controller

**LOCAL AGENCY INVESTMENT FUND
 REMITTANCE ADVICE**

Agency Name

NATIONAL CITY

Account Number

98-37-576

As of 07/15/2020, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2020.

Earnings Ratio		.00003710668261400
Interest Rate		1.36%
Dollar Day Total	\$	1,061,431,813.79
Quarter End Principal Balance	\$	18,492,493.05
Quarterly Interest Earned	\$	39,386.21



California State Treasurer
Fiona Ma, CPA



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POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217						



State of California Pooled Money Investment Account Market Valuation 6/30/2020

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch.		
1* United States Treasury:				
Bills	\$ 23,981,651,409.11	\$ 24,057,110,770.12	\$ 24,086,038,500.00	NA
Notes	\$ 28,916,240,318.04	\$ 28,914,282,796.34	\$ 29,340,004,500.00	\$ 125,755,726.50
1* Federal Agency:				
SBA	\$ 486,745,410.00	\$ 486,745,410.00	\$ 482,514,375.35	\$ 206,984.81
MBS-REMICs	\$ 17,080,376.76	\$ 17,080,376.76	\$ 18,042,305.76	\$ 79,578.32
Debentures	\$ 2,081,903,495.66	\$ 2,081,807,732.33	\$ 2,103,282,210.00	\$ 8,935,239.97
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 1,025,000,000.00	\$ 1,025,000,000.00	\$ 1,027,343,500.00	\$ 857,834.00
Discount Notes	\$ 16,570,990,090.25	\$ 16,612,067,694.50	\$ 16,617,801,000.00	NA
1* Supranational Debentures	\$ 614,688,043.27	\$ 614,656,765.49	\$ 619,258,800.00	\$ 3,295,333.75
1* Supranational Debentures FR	\$ 200,128,103.33	\$ 200,128,103.33	\$ 200,124,773.71	\$ 399,965.53
2* CDs and YCDs FR	\$ 500,000,000.00	\$ 500,000,000.00	\$ 500,132,000.00	\$ 110,622.74
2* Bank Notes	\$ 100,000,000.00	\$ 100,000,000.00	\$ 100,198,708.70	\$ 674,222.22
2* CDs and YCDs	\$ 12,700,650,610.28	\$ 12,700,428,388.06	\$ 12,706,251,524.80	\$ 40,862,527.80
2* Commercial Paper	\$ 7,719,088,172.29	\$ 7,736,449,795.89	\$ 7,741,500,020.04	NA
1* Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
1* Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1* Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 5,488,990,000.00	\$ 5,488,990,000.00	\$ 5,488,990,000.00	NA
AB 55 & GF Loans	\$ 575,596,000.00	\$ 575,596,000.00	\$ 575,596,000.00	NA
TOTAL	\$ 100,978,752,028.99	\$ 101,110,343,832.82	\$ 101,607,078,218.36	\$ 181,178,035.64

Fair Value Including Accrued Interest

\$ 101,788,256,254.00

* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.004912795). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,098,255.90 or \$20,000,000.00 x 1.004912795.

Neighborhood National Bank
780 Bay Blvd
Suite 205
Chula Vista, CA 91910

Date 06/30/20
Page 1 of 3

CITY OF NATIONAL CITY
1243 NATIONAL CITY BLVD.
NATIONAL CITY, CA 91950

Subject: CDARS® Customer Statement

Legal Account Title: CITY OF NATIONAL CITY

Below is a summary of your certificate(s) of deposit, which we are holding for you as your custodian. These certificate(s) of deposit have been issued through CDARS by one or more FDIC-insured depository institutions. Should you have any questions, please contact us at 619-789-4422 or send an email to dwarren@mynnb.com.

Summary of Accounts Reflecting Placements Through CDARS

Account ID	Effective Date	Maturity Date	Interest Rate	Opening Balance	Ending Balance
1022941778	08/22/19	08/20/20	1.47904%	\$2,010,726.22	\$2,025,609.87
TOTAL				\$2,010,726.22	\$2,025,609.87

ACCOUNT OVERVIEW

Account ID: 1022941778	Effective Date: 08/22/19
Product Name: 52-WEEK PUBLIC FUND CD	Maturity Date: 08/20/20
Interest Rate: 1.47904%	YTD Interest Paid: \$14,883.65
Account Balance: \$2,025,609.87	Int Earned Since Last Stmt: \$2,461.00

The Annual Percentage Yield Earned is 1.49%.

CD Issued by Amalgamated Bank

YTD Interest Paid: \$1,793.48	05/30/20	OPENING BALANCE	\$242,292.51
Int Earned Since Last Stmt: \$296.55	06/30/20	Interest Payment	1,793.48
	06/30/20	ENDING BALANCE	\$244,085.99

CD Issued by Bank of China

YTD Interest Paid: \$1,793.48	05/30/20	OPENING BALANCE	\$242,292.51
Int Earned Since Last Stmt: \$296.55	06/30/20	Interest Payment	1,793.48
	06/30/20	ENDING BALANCE	\$244,085.99

CD Issued by Bank Hapoalim B.M.

YTD Interest Paid: \$1,793.48	05/30/20	OPENING BALANCE	\$242,292.51
Int Earned Since Last Stmt: \$296.55	06/30/20	Interest Payment	1,793.48
	06/30/20	ENDING BALANCE	\$244,085.99

CD Issued by Bank OZK

YTD Interest Paid: \$1,793.48	05/30/20	OPENING BALANCE	\$242,292.51
Int Earned Since Last Stmt: \$296.55	06/30/20	Interest Payment	1,793.48
	06/30/20	ENDING BALANCE	\$244,085.99

CD Issued by BOKF, National Association

YTD Interest Paid: \$1,793.48	05/30/20	OPENING BALANCE	\$242,292.51
Int Earned Since Last Stmt: \$296.55	06/30/20	Interest Payment	1,793.48
	06/30/20	ENDING BALANCE	\$244,085.99

CD Issued by Cadence Bank, N.A.

YTD Interest Paid: \$1,793.48	05/30/20	OPENING BALANCE	\$242,292.51
Int Earned Since Last Stmt: \$296.55	06/30/20	Interest Payment	1,793.48
	06/30/20	ENDING BALANCE	\$244,085.99

CD Issued by Franklin Synergy Bank

YTD Interest Paid: \$467.19	05/30/20	OPENING BALANCE	\$63,116.12
Int Earned Since Last Stmt: \$77.25	06/30/20	Interest Payment	467.19
	06/30/20	ENDING BALANCE	\$63,583.31

CD Issued by Simmons Bank

YTD Interest Paid: \$1,793.48	05/30/20	OPENING BALANCE	\$242,292.51
Int Earned Since Last Stmt: \$296.55	06/30/20	Interest Payment	1,793.48
	06/30/20	ENDING BALANCE	\$244,085.99

CD Issued by Southern States Bank

YTD Interest Paid: \$68.62	05/30/20	OPENING BALANCE	\$9,270.02
Int Earned Since Last Stmt: \$11.35	06/30/20	Interest Payment	68.62
	06/30/20	ENDING BALANCE	\$9,338.64

CD Issued by TowneBank

YTD Interest Paid:	\$1,793.48	05/30/20	OPENING BALANCE	\$242,292.51
Int Earned Since Last Stmt:	\$296.55	06/30/20	Interest Payment	1,793.48
		06/30/20	ENDING BALANCE	\$244,085.99

Thank you for your business.

The following page(s) contain the backup material for Agenda Item: [Warrant Register #3 for the period of 7/15/20 through 7/21/20 in the amount of \\$650,806.45. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: September 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #3 for the period of 7/15/20 through 7/21/20 in the amount of \$650,806.45. (Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 7/15/20 - 7/21/20. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Basiel Construction Inc	348378	77,353.75	Sewer Upsize
City of Chula Vista	348382	234,514.00	Shelter Dues / PD
Portillo Concrete Inc	348449	91,000.50	Division-Euclid to Harbison Project
Project Professional Corp	348455	117,306.64	Paradise Creek Park Exp.

FINANCIAL STATEMENT:

APPROVED: 

FINANCE

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$650,806.45.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$650,806.45.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 3



WARRANT REGISTER # 3
7/21/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM - JULY	348376	7/21/20	1,038.20
AMAZON	APERXDESK EDR-3612-BLACK ZT SERIES	348377	7/21/20	3,827.03
BASILE CONSTRUCTION INC	SEWER UPSIZE	348378	7/21/20	77,353.75
BROADWAY AUTO GLASS	MATERIAL – WINDSHIELD TINT	348379	7/21/20	214.69
CHARLES PALUMBO	TRAINING REIMBURSEMENT / PALUMBO	348380	7/21/20	296.26
CIRCULATE SAN DIEGO	224 SRTS	348381	7/21/20	9,865.50
CITY OF CHULA VISTA	SHELTER DUES / PD	348382	7/21/20	234,514.00
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	348383	7/21/20	7,200.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES – PW	348384	7/21/20	4.15
COLANTUONO HIGHSMITH	LIABILITY CLAIM COST	348385	7/21/20	20.78
COLANTUONO HIGHSMITH	LIABILITY CLAIM COST	348386	7/21/20	7.64
COMMERCIAL AQUATIC SERVICE INC	CHEMICALS - CHLORINE, ACID TABLETS	348387	7/21/20	1,687.08
CONSTANT CONTACT INC	COMMUNITY SERVICES CONSTANT CONTACT	348388	7/21/20	1,275.00
COUNTY OF SAN DIEGO	LAFCO COST FY 2020-21	348389	7/21/20	23,749.22
COUNTY OF SAN DIEGO	SD PARKING CIT REV PER CODE GC76000-7610	348390	7/21/20	4,255.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	348391	7/21/20	8,920.50
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY21	348392	7/21/20	695.54
DALEY & HEFT LLP	LIABILITY CLAIM COST	348393	7/21/20	8,371.93
DALEY & HEFT LLP	LIABILITY CLAIM COST	348394	7/21/20	4,040.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	348395	7/21/20	3,998.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	348396	7/21/20	3,271.70
DALEY & HEFT LLP	LIABILITY CLAIM COST	348397	7/21/20	1,000.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	348398	7/21/20	659.31
DALEY & HEFT LLP	LIABILITY CLAIM COST	348399	7/21/20	627.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	348400	7/21/20	431.00
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2020	348401	7/21/20	3,000.64
DAY WIRELESS SYSTEMS	COMMUNICATION EQUIPMENT SERVICE	348402	7/21/20	675.75
DELGADO, E	COMMUNITY SERVICES CASA DE SALUD ACTIVITIES	348403	7/21/20	938.67
DELTA DENTAL INSURANCE CO	GRP #05-7029600000 JUNE 2020	348404	7/21/20	2,432.10
DEPARTMENT OF JUSTICE	3 NEW EMP FINGERPRINT TEST RESULTS-DOJ	348405	7/21/20	96.00
DEPT OF JUSTICE	FINGERPRINTING FOR EMPLOYEES / PD	348406	7/21/20	160.00
D-MAX ENGINEERING INC	URBAN FLOOD PROTECTION GRANT	348407	7/21/20	6,564.66
DOUGHERTY, J	TRAINING REIM CHIA DOUGHERTY	348408	7/21/20	253.28
EBSCO INFORMATION SERVICES	EBSCO DATABASE ANNUAL SUBSCRIPTON	348409	7/21/20	16,899.00
EDD	INVESTIGATIONS TOOL	348410	7/21/20	1,307.00
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASES- ENG/PW	348411	7/21/20	16,988.60
EXOS COMMUNITY SERVICES LLC	EXOS MANAGEMENT FEES~	348412	7/21/20	12,004.42
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES – PW	348413	7/21/20	278.27
FEDEX	FEDEX EXPRESS SERVICES FOR LEAP GRANT	348414	7/21/20	34.51
FIT TO WORK INC	ERGONOMIC EVALUATION, SUPPORT, TRAINING	348415	7/21/20	387.50
FITNESS DIRECT	GYM TUNE UP	348416	7/21/20	99.95
GEOSYNTEC CONSULTANTS INC	AS NEEDED SERVICES	348417	7/21/20	9,583.50
GONZALES, R	TRAINING REIM FTO SUP RGONZ	348418	7/21/20	151.21
GURROLA, V	PROFESSIONAL SERVICES	348419	7/21/20	10,307.67
GURROLA, V	PROFESSIONAL SERVICES	348420	7/21/20	113.06
HAAKER EQUIPMENT COMPANY	APEX WIRELESS HEADSET	348421	7/21/20	1,543.57
HDR ENGINEERING, INC.	SEWER UPZING	348422	7/21/20	13,198.00
HERNANDEZ, A	TRAINING POST ADV SUB SWAT TL	348423	7/21/20	640.00



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HINDERLITER DE LLAMAS	TRANSACTIONS TAX Q4 2019 FY 19/20	348424	7/21/20	568.02
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES NEEDED FOR BUILDING	348425	7/21/20	100.46
HUB CONSTRUCTION	ELEPHANT ARMOR, CEMENT	348426	7/21/20	207.28
INNOVATIVE CONSTRUCTION	PARADISE CREEK WATER Q.	348427	7/21/20	27,512.50
IPS GROUP INC	ENFORCEMENT - MAY	348428	7/21/20	2,086.80
KIMLEY HORN	ROOSEVELT SMART GROWTH	348429	7/21/20	49,702.78
KRONOS INC	KRONOS ANNUAL MAINTENANCE AND LICENSING	348430	7/21/20	20.70
LASER SAVER INC	COMMUNITY SERVICES MLK OFFICE SUPPLIES	348431	7/21/20	304.39
LOPEZ, R	TRAINING ADV LDG TACT LDER / PD	348432	7/21/20	254.25
MAZZARELLA & MAZZARELLA LLP	LIABILITY CLAIM COST	348433	7/21/20	125.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	348434	7/21/20	122.50
MERCADO, MELISSA	REFUND/ASTROJUMP PERMIT FEE	348435	7/21/20	25.00
NATIONAL CITY MOTORCYCLES	REMOVE AND REPLACE THE BRAKE PADS	348436	7/21/20	2,073.84
NAVRAI INC DBA STARDUST INN	RELOCATION ASSISTANCE / NSD	348438	7/21/20	2,252.36
NEWSBANK INC	NEWSBANK ANNUAL SUBSCRIPTION	348439	7/21/20	5,215.00
NOWDOCS INTERNATIONAL INC	GREEN VOID BOTTOM CHECKS #285 / FINANCE	348440	7/21/20	365.40
NV5 INC	PARADISE CREEK GEOTECHNICAL	348441	7/21/20	41,252.47
OFFICE SOLUTIONS BUSINESS	MOP 83778 OFFICE SUPPLIES FINANCE	348442	7/21/20	423.21
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	348443	7/21/20	32.60
ORTIZ, GABRIEL	LIABILITY CLAIM COST	348444	7/21/20	2,125.29
PENSKE FORD	R&M CITY VEHICLES FOR FY 2019	348445	7/21/20	1,628.06
PHILLIPS, W	TRAINING REIM PHILLIPS SR	348446	7/21/20	430.16
PIERSON, D	TRAINING POST ADV SWAT TL	348447	7/21/20	640.00
PINNACLE TACTICAL SOLUTIONS	TRAINING TUITION TACTICAL BREACH / LOPEZ / PD	348448	7/21/20	600.00
PORTILLO CONCRETE INC	DIVISION-EUCLID TO HARBISON PROJECT	348449	7/21/20	91,000.50
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES - PW	348450	7/21/20	97.03
PRIASOFT, INC.	PRODUCT #PSE-MIGRATION-T1	348451	7/21/20	7,495.42
PRO BUILD COMPANY	TOOL SHED, STATION #31	348452	7/21/20	1,468.59
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY SVC/ NSD	348453	7/21/20	2,382.04
PROGRESSIVE SOLUTIONS INC	SOFTWARE MAINTENANCE 7/1/20 -6/30/21	348454	7/21/20	19,763.36
PROJECT PROFESSIONALS CORP	PARADISE CREEK PARK EXP.	348455	7/21/20	117,306.64
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	348456	7/21/20	196.59
QUESTYS SOLUTIONS	QUESTYS ANNUAL RENEWAL 7/1/20 - 6/30/21	348457	7/21/20	19,479.09
SANDAG	FY2021 MEMBER AGENCY ASSESSMENT	348463	7/21/20	24,078.00
SCANLON, D	TRAINING REIM K9 CON SCANLON	348464	7/21/20	392.81
SCST INC	EUCLID AVE BICYCLE & PED. ENH.	348465	7/21/20	4,080.00
SDG&E	GAS & ELECTRIC UTILITIES FOR PW FY 2020	348466	7/21/20	10,714.25
SHER EDLING LLP	PROFESSIONAL SERVICES / CAO	348467	7/21/20	15,484.28
SHRED IT USA	SHRED SERVICE FFOR JUNE	348468	7/21/20	114.76
SMART SOURCE OF CALIFORNIA LLC	415 NOISE COMPLAINT BOOKS	348469	7/21/20	2,383.80
SOUTH COAST EMERGENCY	PARTS - OIL AND OIL FILTERS	348470	7/21/20	466.63
SOUTH COUNTY ECONOMIC	FY 2020/2021 MEMBERSHIP DUES JULY 1,2020	348471	7/21/20	2,500.00
SPEEDPRO IMAGING	DECAL / PW	348472	7/21/20	609.38
STAPLES BUSINESS ADVANTAGE	MOP #45704/COPY PAPER/HR	348473	7/21/20	824.93
STATEWIDE TRAFFIC SAFETY	CUSTOM SIGN / PW	348474	7/21/20	6,157.43
STC TRAFFIC	CITYWIDE CAMERAS SERVICES	348475	7/21/20	30,094.14
SWEETWATER AUTHORITY	WATER BILL FOR STREETS AND WASTEWATER	348476	7/21/20	465.04
TECHNOLOGY INTEGRATION GROUP	MISC MIS EQUIP	348477	7/21/20	751.47



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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE BUMPER GUY INC	PAINT SUPPLIES	348478	7/21/20	2,425.76
THE COUNSELING TEAM	PEER SUPPORT JUNE / PD	348479	7/21/20	800.00
TRUE CUSTOMS	WINDOW TINT	348480	7/21/20	180.00
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2020	348481	7/21/20	536.23
UNITED PARCEL SERVICE	MOP 05274 PD SHIPPING	348482	7/21/20	17.14
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	348483	7/21/20	1,711.05
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY21	348484	7/21/20	123.33
VIDEO TRACK LLC	LIABILITY CLAIM COST	348485	7/21/20	3,419.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	348486	7/21/20	1,850.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	348487	7/21/20	420.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	348488	7/21/20	245.00
VIDEO TRACK LLC	LIABILITY CLAIM COST	348489	7/21/20	227.50
VIDEO TRACK LLC	LIABILITY CLAIM COST	348490	7/21/20	32.00
WETMORES	MOP 80333 AUTO SUPPLIES – PW	348491	7/21/20	47.57
WILLY’S ELECTRONIC SUPPLY	WILLY’S ELECTRONICS MOP FY21	348492	7/21/20	289.59
WSP USA INC	FOCUSED GENERAL PLAN UPDATE / ENG	348493	7/21/20	41,445.73
			A/P Total	643,186.45

SECTION 8 HAPS

Start Date	End Date
7/15/2020	7/21/2020

7,620.00

GRAND TOTAL

\$ 650,806.45

CERTIFICATION

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

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR/CHAIRWOMAN

MONA RIOS, VICE MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 1ST OF SEPTEMBER 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #4 for the period of 7/22/20 through 7/28/20 in the amount of \\$2,209,092.95. \(Finance\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: September 1, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #4 for the period of 7/22/20 through 7/28/20 in the amount of \$2,209,092.95. (Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 7/22/20 - 7/28/20. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Health Net Inc	348530	80,333.39	Grp# R1192A – Aug 2020
Health Net Inc	348531	74,551.59	Grp# R1192A – Jul 2020
Innovative Construction	348537	86,728.00	CIP Euclid Bicycle & Ped. Enh.
KTUA	348541	112,146.25	Waterfront to Homefront Project
MJC Construction	348547	84,343.34	Emergency Storm Drain Repair
Pal Gen Engineering	348552	56,171.98	CIP 19-38 E. 16 th St. Road Rehab.
Portillo Concrete Inc	348554	402,069.03	CIP 19-05 Palm Avenue Road Reh
Project Professionals Corp	348558	51,603.40	Paradise Creek Park Expansion

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$2,209,092.95.

ENVIRONMENTAL REVIEW:

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

ORDINANCE: INTRODUCTION FINAL ADOPTION

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,209,092.95.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 4



WARRANT REGISTER # 4
7/28/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	ACE UNIFORMS / NSD	348496	7/28/20	577.35
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES -	348497	7/28/20	7,872.50
AMAZON	COVID-19 WHITE MARKER ARROW DECALS-ENG	348498	7/28/20	18.61
AMAZON	COVID-19-GLASS CLAMP CLIPS - ENG/PW	348499	7/28/20	0.10
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	348500	7/28/20	6,408.80
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY20	348501	7/28/20	90.38
BEECHER, J	LICENSE REIMBURSEMENT	348502	7/28/20	75.00
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL - PW	348503	7/28/20	1,883.85
CHEN RYAN ASSOCIATES INC	24TH ST. TODO	348504	7/28/20	25,287.50
CIRCULATE SAN DIEGO	224 SRTS	348505	7/28/20	4,137.89
CITY OF NATIONAL CITY	PETTY CASH PERIOD END JUNE 2020	348506	7/28/20	527.70
COUNTY OF LOS ANGELES	GUNSHOT RESIDUE TESTS AS NEEDED FOR FY	348507	7/28/20	804.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	348508	7/28/20	9,081.38
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY20	348509	7/28/20	348.00
DELL MARKETING L P	DELL LATITUDE 7200 2IN1	348510	7/28/20	14,108.50
DELTA DENTAL	AUG 2020 DENTAL INS PREMIER 05-090860000	348511	7/28/20	14,660.98
DELTA DENTAL	JUL 2020 DENTAL INS PREMIER 05-090860000	348512	7/28/20	14,390.61
DELTA DENTAL	AUG 2020 GRP#05-0908601002	348513	7/28/20	416.11
DELTA DENTAL	JUL 2020 GRP#05-0908601002	348514	7/28/20	416.11
DELTA DENTAL INSURANCE CO	JULY 2020 GRP#05-7059600000	348515	7/28/20	2,432.10
DELTA DENTAL INSURANCE CO	AUG 2020 GRP#05-7029600000	348516	7/28/20	2,420.22
D-MAX ENGINEERING INC	CALFIRE URBAN FOREST EXP.	348517	7/28/20	3,829.40
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES - PW	348518	7/28/20	105.45
GEOSYNTEC CONSULTANTS INC	CNC AS NEEDED SERVICES	348519	7/28/20	8,099.25
GOVERNMENT FINANCE	GFOA ANNUAL MEMBERSHIP DUES	348520	7/28/20	595.00
GRAINGER	VARIOUS SAFETY SUPPLIES FOR PW	348521	7/28/20	1,351.36
HEALTH NET	GRP # R1192Q JULY 2020	348522	7/28/20	3,939.84
HEALTH NET	GRP#R1192Q AUG 2020	348523	7/28/20	1,969.92
HEALTH NET	GRP #N7177A-AUG 2020	348524	7/28/20	1,860.36
HEALTH NET	GRP #N7177A - JULY 2020	348525	7/28/20	1,860.36
HEALTH NET	GRP #N7176F-AUG 2020	348526	7/28/20	1,598.46
HEALTH NET	GRP #N7176F - JULY 2020	348527	7/28/20	1,598.46
HEALTH NET	GRP #R1192R-AUG 2020	348528	7/28/20	832.36
HEALTH NET	GRP# R1192R JULY 2020	348529	7/28/20	832.36
HEALTH NET INC	GRP#R1192A-AUG 2020	348530	7/28/20	80,333.39
HEALTH NET INC	GRP #R1192A - JULY 2020	348531	7/28/20	74,551.59
HEALTH NET INC	GRP #LB439A - JUL 2020	348532	7/28/20	6,457.40
HEALTH NET INC	GRP #LB439A-AUG 2020	348533	7/28/20	2,946.00
HEALTH NET INC	GRP #57135A - JULY 2020	348534	7/28/20	2,504.29
HEALTH NET INC	GRP #57135M-AUG 2020	348535	7/28/20	1,252.16
HEALTH NET INC	GRP #57135M - JULY 2020	348536	7/28/20	1,252.16
INNOVATIVE CONSTRUCTION	CIP 18-10 EUCLID BICYCLE & PED. ENH.	348537	7/28/20	86,728.00
JANI-KING OF CALIFORNIA INC	COVID -19 JANITORIAL SERVICES - PW	348538	7/28/20	19,269.22
KIMLEY HORN	2020 ADA GIS	348539	7/28/20	695.00
KREPPS, B	EDUCATION REIMBURSEMENT	348540	7/28/20	355.00
KTUA	WATERFRONT TO HOMEFRONT PROJECT	348541	7/28/20	112,146.25
LANGUAGE LINE SERVICES	INTERPRETATION SERVICES / PD	348542	7/28/20	132.29
LASER SAVER INC	LASER SAVER MOP FY20	348543	7/28/20	305.48
LIGHTWERKS COMMUNICATION	AUDIO AND VISUAL EQUIPMENT	348544	7/28/20	24,999.43



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MCDUGAL LOVE ECKIS	PROFESSIONAL SERVICES / CAO	348545	7/28/20	16,650.00
METEAU JR, R	ICMA ANNUAL MEMBERSHIP 2020/2021	348546	7/28/20	285.00
MJC CONSTRUCTION	EMERGENCY STORM DRAIN REPAIR	348547	7/28/20	84,343.34
MORRISON, R	RETIREE HEALTH BENEFITS NOV 2019	348548	7/28/20	520.00
NV5 INC	W. 22ND AND WILSON AVE. & SIDEWALK	348549	7/28/20	750.00
OFFICE SOLUTIONS BUSINESS	MOP83778 OFFICE SUPPLIES FINANCE	348550	7/28/20	28.54
O'REILLY AUTO PARTS	MOP 75877 GENERAL SUPPLIES - PW	348551	7/28/20	54.83
PAL GENERAL ENGINEERING INC	CIP 19-38 E. 16TH ST. ROAD REHAB.	348552	7/28/20	56,171.98
PARTS AUTHORITY METRO LLC	MOP 75943 GENERAL SUPPLIES - PW	348553	7/28/20	15.92
PORTILLO CONCRETE INC	CIP 19-05 PALM AVENUE ROAD REH.	348554	7/28/20	402,069.03
POWERSTRIDE BATTERY CO INC	MOP 67839 GENERAL SUPPLIES - PW	348555	7/28/20	289.19
PRO BUILD COMPANY	MOP 45707 GENERAL SUPPLIES - PW	348556	7/28/20	2,729.42
PROFESSIONAL SEARCH GROUP LLC	TEMPORARY SERVICES / NSD	348557	7/28/20	2,640.00
PROJECT PROFESSIONALS CORP	CAP 18 – 16 PARADISE CREEK PARK EXPANSION	348558	7/28/20	51,603.40
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	348559	7/28/20	469.70
PTS	PAYPHONE SERVICES	348560	7/28/20	85.80
RANDALL LAMB ASSOCIATES INC	PEAK DEMAND LOAD REDUCTION ANALYSIS	348561	7/28/20	6,000.00
REAL, MANUEL	CITATION DISMISSED/REFUND	348562	7/28/20	355.00
RELY ENVIRONMENTAL	CONTRACT SERVICE FIRE STA. #31 AND 34	348563	7/28/20	1,630.00
SAM'S ALIGNMENT	MOP 72442 AUTO SUPPLIES – PW	348564	7/28/20	220.00
SAN DIEGO HYDRAULICS	HOSE ASSEMBLY / PW	348565	7/28/20	193.68
SCST INC	CIP 18 – 11 PARADISE CREEK WATER QUALITY	348566	7/28/20	469.50
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	348567	7/28/20	363.62
SOUTHERN CALIF TRUCK STOP	MOP 45758 GENERAL AUTO SUPPLIES - PW	348568	7/28/20	221.75
STAPLES BUSINESS ADVANTAGE	STAPLE MOP FY20	348569	7/28/20	1,359.33
SUNBELT RENTALS, INC.	LAS PALMAS POOL	348570	7/28/20	15,373.96
SWAGIT PRODUCTION LLC	SWAGIT WEBCASTING FOR FY20	348571	7/28/20	1,920.83
TECHNOLOGY INTEGRATION GROUP	MISC SUPPLIES FOR PD MIS DEPT NOT	348572	7/28/20	633.20
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	348573	7/28/20	152.75
U S BANK	TRAINING CRT CRD PD	348574	7/28/20	881.31
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR FY20	348575	7/28/20	4.60
VISION SERVICE PLAN	JULY 2020 VISION SVC PLAN (CA)	348576	7/28/20	837.63
VISTA PAINT	MOP 68834 PAINT SUPPLIES / NSD	348577	7/28/20	971.54
WAXIE SANITARY SUPPLY	COVID 19 CLEANING AND DISINFECTING	348578	7/28/20	3,382.29
WESTFLEX INDUSTRIAL	MOP 45758 GENERAL AUTO SUPPLIES - PW	348579	7/28/20	12.51
WILLY'S ELECTRONIC SUPPLY	WILLY'S ELECTRONICS MOP FY20	348580	7/28/20	502.52

A/P Total 1,202,550.10

PAYROLL

<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	
14	6/30/2020	7/13/2020	7/22/2020	1,006,542.85

GRAND TOTAL \$ 2,209,092.95

CERTIFICATION

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

Mark Roberts

MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR/CHAIRWOMAN

MONA RIOS, VICE MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 1ST OF SEPTEMBER 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City Amending the National City Municipal Code Section 16.09.010 of Chapter 16.09 of Title 16 by reducing and modifying the membership of the Veterans and Military Families Advisory Committee.](#)
[\(City Manager\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: September 1, 2020

AGENDA ITEM NO. |

ITEM TITLE:

An Ordinance of the City Council of the City of National City Amending the National City Municipal Code Section 16.09.010 of Chapter 16.09 of Title 16 by reducing and modifying the membership of the Veterans and Military Families Advisory Committee.

PREPARED BY: Lauren Maxilom, Management Analyst II
Tony Winney, Assistant City Manager

DEPARTMENT: City Manager's Office

APPROVED BY: _____



EXPLANATION:

At the August 18, 2020 City Council meeting, the City Council requested staff bring back amendments to Municipal Code section 16.09.010 Veterans and Military Families Advisory Committee. The proposed amendments include reducing the membership from eleven to seven and modifying the residency requirements to allow for up to two non-residents, similar to those requirements of the Community and Police Relations Commission.

The staff report is attached with additional information.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Staff recommends adopting the ordinance amending Municipal Code section 16.09.010

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff report
2. Committee roster
3. Existing Ordinance
4. Proposed Ordinance amending section 16.09.010

Veterans and Military Families Advisory Committee

At the August 18, 2020 City Council meeting, staff brought forward an item to repeal section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee. This recommendation was brought forth as a result of the February 4, 2020 City Council meeting, where the City Council requested staff bring back a report on the status of the Veterans and Military Families Advisory Committee including the attendance, resident status, and committee roster.

During the August 18, 2020 City Council meeting, Councilmember Morrison made a motion to reduce the eleven member committee to seven members. The motion was confirmed by Councilmember Quintero and unanimously approved. Further direction was given regarding the residency requirements. Of the proposed seven voting members, five would be National City residents, and up to two voting members may be non-residents, similar to those requirements of the Community and Police Relations Commission.

Staff contacted the current ten committee members on their desire to continue to serve.

- 3 resident committee members expressed a desire to continue to serve
- 4 non-resident committee members expressed a desire to continue to serve
- 1 non-resident committee member requested to step down
- 1 resident committee member did not respond
- 1 non-resident committee member did not respond

In addition to introducing the ordinance staff needs further direction on the following:

- The appointment process of the amended committee members
- Staggering the 4 year terms

Attendance

2019

February 28, 2019 - quorum

Present – Aguilar-Perez, Barajas, Burton, Ferrill, Minton, Ramirez, Slade
Absent – Hunter, Norton, Storer

March 13, 2019 – no quorum

Present – Ferrill, Minton, Ramirez
Absent – Aguilar-Perez, Barajas, Burton, Hunter, Norton, Slade, Storer

April 25, 2019 - quorum

Present – Aguilar-Perez, Barajas, Burton, Ferrill, Minton, Ramirez, Slade
Absent – Hunter, Norton, Storer

May 28, 2019 – no quorum

July 25, 2019 - quorum

Present – Ferrill, Griffin, Hunter, Minton, Norton, Slade
Absent – Aguilar Perez, Barajas, Burton, Ramirez, Storer

October 24, 2019 – cancelled due to lack of quorum

2020

January 23, 2020 – cancelled due to lack of quorum

April 23, 2020 – cancelled per COVID-19

July 23, 2020 – cancelled per COVID-19

Background

The ordinance amending Title 16 of the National City Municipal Code adding Chapter 16.09 establishing a Veterans and Military Families Advisory Committee was adopted on February 21, 2017.

Some important areas to highlight in the original ordinance are:

- 11 member volunteer committee
- Appointments by the Mayor with confirmation by City Council
- Committee members may be residents or non-residents
- Meetings to be held quarterly (at a minimum)
- City staff to provide administrative support to the Committee

Purpose of the Committee

The National City Veterans and Military Families Advisory Committee serves in an advisory capacity to the City Council of the City of National City on matters related to the support of our veterans and military community. The Committee makes recommendations to the City Council with respect to veterans and military service member-related issues, ceremonies, and other activities that occur within National City. Committee meetings provide a forum for discussion of issues relating to veterans and military families. The Committee provides advice and assistance to National City

residents regarding resources available for veterans, military personnel, and their families. The Committee acts as a conduit of communication and coordination between the local veteran and military community, and the City of National City.

The Committee's responsibilities may include providing recommendations to the City Council on issues of interest to veterans, military personnel, and their families; providing a forum to discuss and help resolve issues, encouraging and promoting awareness, planning and assisting the City with planning of events honoring the heritage of our veterans and military community to establish and promote positive relations within the City; and serving as a liaison between the City of National City and community partners.

Meeting History

The Mayor and Council interviewed and appointed committee members from July, 2017 through July of 2018. After all committee members were sworn in by August 2018, staff made contact to coordinate their first meeting. It took many attempts to confirm quorum attendance and the first Veterans and Military Families Advisory Committee meeting was held on February 28, 2019.

To date the committee has held three regular meetings (February 28, 2019 - April 25, 2019 - July 25, 2019). Four other meetings (March 13, 2019 - May 28, 2019 - October 24, 2019 - January 23, 2020) were either canceled or unable to start the meeting due to a lack of quorum. The April 23, 2020 and July 23, 2020 meetings were cancelled due to COVID-19.

Recommendation

Staff recommends adopting the ordinance amending Municipal Code section 16.09.010 Veterans and Military Families Advisory Committee to reduce and modify the membership from eleven members to seven members. Of the seven members, five shall be National City residents, and up to two may be non-residents.

Veterans and Military Families Advisory Committee

Committee Members

1. Jesse Aguilar-Perez *
2. Victor Barajas
3. Talisin Burton
4. Shirley Ferrill *
5. Christina Griffin
6. Natalie Limbaga *
7. Mona Minton
8. Stepheni Norton *
9. Luz Ramirez
10. James Slade
11. VACANT

resident *

continue on committee

step down from committee

Amended August 25, 2020

ORDINANCE NO. 2017 – 2432

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING TITLE 16 OF THE NATIONAL CITY MUNICIPAL CODE
BY RENUMBERING CHAPTER 16.09 TO CHAPTER 16.10 AND ADDING
A NEW CHAPTER 16.09 ESTABLISHING A VETERANS AND
MILITARY FAMILIES ADVISORY COMMITTEE

WHEREAS, at the March 1, 2016 regular City Council meeting, the City Council approved the City Manager's recommendation to form a working group whose task was to develop a recommendation to the City Council to form a military advisory committee and its purpose and responsibilities; and

WHEREAS, the working group presented a report to the City Council at the October 4, 2016 City Council meeting regarding the creation of a Veterans and Military Families Advisory Committee (the "Committee") made up of volunteers charged with advising the City Council on matters related to the support of our veterans and military community, making recommendations to the City Council with respect to veterans and military service member related issues, ceremonies, and other activities that occur within National City, and providing a forum for discussion of issues relating to veterans and military families; and

WHEREAS, the Committee would also provide advice and assistance to National City residents regarding resources available for veterans and military families, and act as a conduit of communication and coordination between the local veteran and military community, and the City of National City.

NOW THEREFORE, the City Council of the City of National City does ordain as follows:

Section 1. Title 16 of the National City Municipal Code is amended by amending the Table of Contents to read as follows:

TITLE 16

Chapters:

- 16.01 City Boards, Commissions, and Committees
- 16.02 Civil Service Commission
- 16.03 Committee on Housing and Community Development
- 16.04 Community and Police Relations Commission
- 16.05 Park, Recreation, and Senior Citizen's Commission
- 16.06 Planning Commission
- 16.07 Public Art Committee
- 16.08 Traffic Safety Committee
- 16.09 Veterans and Military Families Advisory Committee
- 16.10 Provisions applicable to all Boards, Commissions, and Committees

Section 2. Chapter 16.09 is added to Title 16 of the National City Municipal Code to read as follows:

16.09

VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE

Sections:

- 16.09.010 Created
- 16.09.020 Purpose
- 16.09.030 Term – Vacancy
- 16.09.040 Chair – Offices – Staff support
- 16.09.050 Bylaws and operating procedures
- 16.09.060 Meetings – Functions and authority
- 16.09.070 Residency requirement – Compensation

16.09.010 Created. Pursuant to the authority granted by Sections 36505 – 36506 of the California Government Code, there is hereby created a veterans and military families advisory committee, consisting of eleven (11) members to be appointed by the mayor subject to confirmation by the city council, and serving at the pleasure of the mayor and city council.

16.09.020 Purpose. The National City Veterans and Military Families Advisory Committee serves in an advisory capacity to the City Council of the City of National City on matters related to the support of our veterans and military community. The Committee makes recommendations to the City Council with respect to veterans and military service member-related issues, ceremonies, and other activities that occur within National City. Committee meetings provide a forum for discussion of issues relating to veterans and military families. The Committee provides advice and assistance to National City residents regarding resources available for veterans, military personnel, and their families. The Committee acts as a conduit of communication and coordination between the local veteran and military community, and the City of National City.

The Committee's responsibilities may include providing recommendations to the City Council on issues of interest to veterans, military personnel, and their families; providing a forum to discuss and help resolve issues, encouraging and promoting awareness, planning and assisting the City with planning of events honoring the heritage of our veterans and military community to establish and promote positive relations within the City; and serving as a liaison between the City of National City and community partners.

16.09.020 Term – Vacancy.

A. The members of the veterans and military families advisory committee shall be appointed for staggered terms of four (4) years.

B. If a vacancy occurs other than by expiration of a term, such vacancy shall be filled by appointment for the unexpired portion of said term in the same manner as original appointments are made.

C. In the event of expiration of a term, the member of the committee whose term has expired shall continue to serve until their successor is appointed and sworn into office.

16.09.030 Chair – Offices – Staff support. The veterans and military families advisory committee shall annually elect its chair from among the appointed members and, subject to the provisions of law, may create and fill such other offices as it deems necessary. The city council shall provide such staff assistance as the council deems appropriate.

16.09.040 Bylaws and operating procedures. The veterans and military families advisory committee may adopt bylaws and operating procedures from time to time, provided that if any provision of such bylaws or operating procedures conflicts with this Chapter 16.09, this Chapter shall prevail. The bylaws shall contain provisions relating to attendance of committee members.

16.09.050 Meetings–Functions and authority.

A. The veterans and military families advisory committee shall hold at least one regular meeting each quarter, and shall keep a record of its resolutions, transactions, findings, and determinations, which record shall be a public record unless the city attorney determines otherwise. Any regular meeting may be dispensed with by a majority vote of the committee. Special meetings as are necessary may be called by the chair or a majority of the members of the committee after at least twenty-four hours' written notice has been posted and served upon the members of the committee. All meetings shall be conducted in compliance with the Ralph M. Brown Act (the "Open Meeting Law", California Government Code Section 54950 et seq.).

B. The committee shall investigate, consider, and act upon all matters referred to it by appropriate public officials or agencies or private citizens concerning members of the military, military veterans, and their families residing in the city; and conduct such investigations and prepare such reports as it is directed so to do by the city council; conduct investigations and prepare such reports as it deems appropriate upon request of responsible private citizens or organizations.

C. A quorum to conduct business consists of a majority of the members of the committee.

D. A majority of a quorum is necessary to act upon a matter.

16.09.060 Residency requirement–Compensation. The members of the veterans and military families advisory committee may be residents or non-residents of the city and need not be electors of the city. Committee members shall serve without compensation, except that the city council may from time to time pay such expenses of committee members that are incurred during the conduct of committee business as the council deems appropriate.

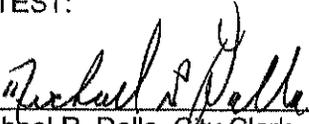
[Signature Page to Follow]

PASSED and ADOPTED this 21st day of February, 2017.



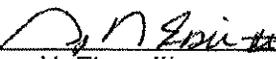
Ron Morrison, Mayor

ATTEST:



Michael R. Dalla, City Clerk

APPROVED AS TO FORM:



George H. Eiser, III
Interim City Attorney

Passed and adopted by the Council of the City of National City, California, on February 21, 2017 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



Richard S. Pallas
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the foregoing Ordinance was not finally adopted until seven calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on February 7, 2017 and on February 21, 2017.

I FURTHER CERTIFY THAT said Ordinance was read in full prior to its final passage or that the reading of said Ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said Ordinance.

I FURTHER CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. 2017-2432 of the City Council of the City of National City, passed and adopted by the Council of said City on February 21, 2017.

City Clerk of the City of National City, California

By: _____
Deputy

ORDINANCE NO. 2020 –

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING THE NATIONAL CITY MUNICIPAL CODE SECTION 16.09.010 OF CHAPTER
16.09 OF TITLE 16 BY REDUCING AND MODIFYING THE MEMBERSHIP OF THE
VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE**

WHEREAS, on February 21, 2017 the City Council adopted an Ordinance establishing the Veterans and Military Families Advisory Committee, consisting of eleven members; and

WHEREAS, it was not until August 2018 that all eleven members had been interviewed, appointed and sworn into office; and

WHEREAS, due to the size of the membership of committee, it was difficult to achieve a confirm quorum attendance resulting in the first Veterans and Military Families Advisory Committee meeting not taking place until February 28, 2019; and

WHEREAS, on August 18, 2020, the City Council directed City staff to draft a proposed Ordinance amending Municipal Code Section 16.09.010 by reducing and modifying the membership of the Veterans and Military Families Advisory Committee.

NOW THEREFORE, the City Council of the City of National City does ordain as follows:

Section I. Reducing and Modifying the Membership

Section 16.09.010 of Chapter 16.09 of Title 16 is amended to read as follows:

16.09.010 Created. Pursuant to the authority granted by Sections 36505 – 36506 of the California Government Code, there is hereby created a Veterans and Military Families Advisory Committee, consisting of seven (7) voting members to be appointed by the Mayor subject to confirmation by the City Council, and serving at the pleasure of the Mayor and City Council. Of the seven (7) voting members, of which at least five (5) shall be residents, and up to two (2) may be non-residents.

Section II. Severability

If any portion of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid, unenforceable or unconstitutional, by a court of competent jurisdiction, that portion shall be deemed severable, and such invalidity, unenforceability or unconstitutionality shall not affect the validity or enforceability of the remaining portions of the Ordinance, or its application to any other person or circumstance. The City Council of the City of National City hereby declares that it would have adopted each section, sentence, clause or phrase of this Ordinance, irrespective of the fact that any one or more other sections, sentences, clauses or phrases of the Ordinance be declared invalid, unenforceable or unconstitutional.

Section III. Ordinance Effective Date

This Ordinance shall take effect Thirty (30) days after its passage, and before the expiration of Fifteen (15) days after its passage a summary or the Ordinance in its entirety shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the City of National City, State of California.

PASSED and ADOPTED this 15th day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: \(1\) approving the Neighborhood Reinvestment Program Grant from the County of San Diego Board of Supervisors in the amount of \\$35,000 by waiving City Policy No. 1001 related to the Agreement between the County of San Diego and City of National City's Provision #17 - Defense and Indemnity; and \(2\) authorizing the establishment of a Library Grant Fund appropriation of \\$35,000 and corresponding revenue budget to fund the National City Public Library's Staying Connected – Technology Access for All! project. \(Library\)](#)

Please scroll down to view the backup material.

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

MEETING DATE: September 1, 2020

AGENDA ITEM NO. _____

ITEM TITLE:

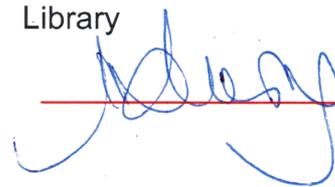
Resolution of the City Council of the City of National City: 1) approving the Neighborhood Reinvestment Program Grant from the County of San Diego Board of Supervisors in the amount of \$35,000; 2) waiving City Council Policy No. 1001 related to the Agreement between the County of San Diego and City of National City's Provision #17 - Defense and Indemnity; and 3) authorizing the establishment of a Library Grant Fund appropriation of \$35,000 and corresponding revenue budget to fund the National City Public Library's Staying Connected – Technology Access for All! Project. (Library)

PREPARED BY: Minh Duong

DEPARTMENT: Library

PHONE: x5882

APPROVED BY: _____



EXPLANATION:

In June 25, 2019, the National City Public has submitted an application to the Neighborhood Reinvestment Program for funding for its *Staying Connected – Technology Access for All!* project, which purpose is to start a laptop lending program.
On July 16, 2020, based on a recommendation from Supervisor Cox, the Board of Supervisors have approved an award of \$35,000 to the Library to purchase and lend laptops to adult literacy learners who need access to technology to continue their education via the new distance learning platform.

Prior to lending the equipment, the Library will require borrowers to sign a waiver of liability by which they agree to indemnify and hold the City harmless against any claim, actions, demands, unlawful act, or liability relating to the use of the device by any party including but not limited to hardware, software, and content.

FINANCIAL STATEMENT:

APPROVED: Mark Ralento Finance

ACCOUNT NO. Revenue: 320-3100-3463 Library Grants
Expenditure: 320-431-056-502 Library Grants
No matching funds required

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- 1. Grant Award Letter 7.16.20
- 2. Grant Agreement



County of San Diego

TRACY M. SANDOVAL
DEPUTY CHIEF ADMINISTRATIVE OFFICER/
CHIEF FINANCIAL OFFICER
(619) 531-5413
FAX: (619) 531-5219

FINANCE & GENERAL GOVERNMENT GROUP
1600 PACIFIC HIGHWAY, SUITE 166, SAN DIEGO, CA 92101-2422

July 16, 2020

Alex Neu
City of National City

Dear Alex Neu:

Congratulations! Based on a recommendation from Supervisor Greg Cox, the Board of Supervisors approved a Neighborhood Reinvestment Program award of \$35,000 to your organization to fund laptops to be loaned by the Literacy Department to individuals needing access to technology and information.

In order to receive these funds, you must enter into an agreement with the County that specifies the responsibilities you have with respect to the use of these funds and accounting for them. A copy of the Grant Agreement is attached for your review and signature. Please read the Grant Agreement carefully, verify the effective date then print, sign and date the agreement in the Grantee block on page 6, and return it to the Office of Financial Planning at 1600 Pacific Highway, Room 352, San Diego, CA 92101 at your earliest convenience. Upon receipt, I will sign the agreement and fill in the date on page 1 and will return a copy of the agreement to you along with a check for the amount of the grant. Please allow 4 - 6 weeks processing time from when we receive the signed agreement from you to when your check will be ready. If the agreement requires you to raise matching funds, the agreement and check will be sent after you have submitted proof that you have obtained the matching funds. You will have 12 months from the effective date to spend the grant funds.

In addition to the executed Grant Agreement and the check, your packet will include a form titled "Documentation of Grant Expenditures." As the agreement states, you must complete this form and send it together with supporting documentation to my office as soon as the grant funds have been expended, but no later than 13 months after the effective date of the Grant Agreement.

ASSESSOR/RECORDER/COUNTY CLERK
AUDITOR & CONTROLLER
CHIEF ADMINISTRATIVE OFFICE
CIVIL SERVICE COMMISSION
CLERK OF THE BOARD

COUNTY COMMUNICATIONS OFFICE
COUNTY COUNSEL
COUNTY TECHNOLOGY OFFICE
DEPARTMENT OF GENERAL SERVICES
DEPARTMENT OF PURCHASING & CONTRACTING

GRAND JURY
HUMAN RESOURCES
REGISTRAR OF VOTERS
RETIREMENT ASSOCIATION
TREASURER-TAX COLLECTOR

City of National City
Page Two
July 16, 2020

Note: If you previously received either Community Enhancement or Neighborhood Reinvestment grant funds for which the "Documentation of Grant Expenditures" report is overdue, your new payment will be held until you submit that documentation.

Should you have any questions regarding this process, please contact Joshua Ramirez at (619) 531-4887.

Sincerely,



EBONY N. SHELTON, Director
Office of Financial Planning

OFP:ENS:jjr

County office use only

P – 1001838
O – 15650
E – 53664
T – 007
A – 100123
Supplier # – 1114069

**NEIGHBORHOOD REINVESTMENT PROGRAM
GRANT AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND City of National City**

This Grant Agreement is entered into between the County of San Diego, a political subdivision of the State of California (County), and City of National City, a Non-Profit California Corporation (Grantee), on _____ with an effective date of 06/23/2020.

WHEREAS, the County wishes to reinvest taxpayer funds in the community to benefit the public by providing grant funds to community-based organizations that assist in meeting the social, cultural and recreational needs of County residents; and

WHEREAS, the Board of Supervisors may allocate grant funding for purchases, programs or events that will occur either subsequent to the Board's action to approve the grant or that have occurred prior to the Board's approval date; and

WHEREAS, on 06/23/2020 (13), the Board of Supervisors allocated the grant funding set forth in this Agreement for the purpose described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amount of Grant.** The County agrees to pay to Grantee an amount of **\$35,000.00**. Under no circumstances is County obligated to pay Grantee more than this amount. County shall pay Grantee after County receives a signed copy of this Agreement from Grantee.
2. **Purpose of Grant.** Grantee shall use the grant funds provided by County under this Agreement solely for the following purpose: **to fund laptops to be loaned by the Literacy Department to individuals needing access to technology and information.**
3. **Term of Agreement.** The term of this Agreement shall be for 13 months starting on the effective date as specified above.
4. **Deadline for Use of Grant Funds and Documentation of Expenditures.**
 - (a) **Grantee shall spend all grant funds provided by the County for the purposes specified in Paragraph 2 within 12 months of the effective date of this Agreement as specified above.**
 - (b) **Grantee shall complete the Documentation of Grant Expenditures form provided by the County's administrator, setting forth Grantee's total actual expenditures of the grant funds provided under this Agreement. Grantee shall submit this completed form and the related documentation including, but not limited to, invoices/receipts, credit card statements, check stubs, check copies, copy of canceled checks, copy of bank statements, etc. to the County's administrator promptly after spending the grant funds, but in no event after the end of the Term of Agreement specified above.** If the parties agree to extend the Term of Agreement, Grantee shall submit this expenditure documentation before the end of the extended Term. If County's administrator requests additional information regarding Grantee's expenditure of the grant funds, Grantee shall promptly submit the requested information to County's administrator.
 - (c) If after reviewing Grantee's expenditure documentation, the County's administrator:
 - (i) determines that the Grantee failed to spend all of the grant funds;
 - (ii) disallows any expenditure by Grantee; or

- (iii) determines that the grant funds provided exceed Grantee's total actual expenditures authorized under this Agreement;

Grantee shall refund to the County the amount specified by the County's administrator. Grantee shall make this refund within fifteen (15) business days after receiving a written request for refund from the County's administrator. In its sole discretion, the County may offset the refund amount from any payment due to or to become due to Grantee under this Agreement or any other agreement with the County.

- (d) **If Grantee fails to provide the required documentation of expenditures as required in Subparagraph (b) above, the County's administrator may request Grantee to refund to the County all or any portion of the grant funds provided under this Agreement.** Within fifteen (15) business days of receipt of a written request for a refund, Grantee shall refund to the County the amount specified by the County's administrator. Grantee's failure to comply with this refund requirement shall constitute a material breach of this Agreement.
- (e) Unless authorized by the Board, expenditures incurred by the Grantee prior to the effective date of this Agreement for the purpose specified in Paragraph 2 are not eligible expenditures under Subparagraph (b) above.
- (f) If Grantee fails to use all grant funds as specified in Paragraph 2 above before the deadline specified in Subparagraph (a) above, Grantee may request an extension of the Term. Grantee shall make any such request in writing at least two weeks before the deadline specified in Subparagraph (a) above. Grantee and the County's administrator may agree in writing to extend the Term of Agreement to allow Grantee additional time to spend the grant funds for the purpose specified in Paragraph 2.

5. Restrictions on Use of Grant Funds.

- (a) Grant funds shall not be used for any purposes prohibited by laws governing the use of public funds, including but not limited to, religious, political campaigning, or purely private purposes or activities.
- (b) Any Grantee that provides or participates in any activity for which public funds may not be used, such as religious activities, shall inform the County of this activity prior to accepting any grant funds. Grantee shall ensure that no grant funds awarded pursuant to the Agreement are used to support in any manner said activity.
- (c) Grantee shall not spend any part of the grant amount on fund raising activities.
- (d) Grantee shall not spend any part of the grant amount on food or beverages; except, that Grantee acting as a food bank or other similar organization may provide food and beverages to needy individuals or families if this was the purpose of the grant as specified by Paragraph 2.
- (e) Grantee may not include in its Documentation of Grant Expenditures report under this Agreement any expenditures for which Grantee has received or is or will be claiming funding from any other source. Grantee's failure to comply with this requirement shall constitute a material breach of this Agreement.
- (f) Grantee shall not donate any portion of this Grant to a third party.
- (g) Grantee shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.
- (h) By executing this Agreement, Grantee certifies that it qualifies for the receipt of grant funds under Board Policy B-72 and will at all times abide by the terms of the Policy, except to the extent waived by the Board at the time of grant award.

6. **Administrator of Agreement.** The Office of Financial Planning, under the Deputy Chief Administrative Officer/Chief Financial Officer, shall administer this Agreement on behalf of the County, and **Alex Neu** at (619) 470-5911 shall administer it on behalf of Grantee.
7. **Notice.** All communications from Grantee to the County shall be sent to the Deputy Chief Administrative Officer/Chief Financial Officer as listed below. Any notice or notices or other documentation required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:
- County: Deputy Chief Administrative Officer/Chief Financial Officer
Office of Financial Planning
County of San Diego
1600 Pacific Highway Room 352
San Diego, CA 92101
- Grantee: City of National City
City of National City National City branch
1243 National City Blvd.
National City, CA 91950
8. **Audit and Inspection of Records.** At any time during normal business hours and as often as the County may deem necessary, the Grantee shall make available to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records shall be made available for examination within San Diego County. Grantee shall maintain such records in an accessible location and condition for a period of not less than four years following Grantee's submission of the Documentation of Grant Expenditures report under this Agreement unless County agrees in writing to an earlier disposition. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.
9. **Termination of Agreement for Cause.** If Grantee fails to perform its obligations according to this Agreement, the County may send Grantee a written notice of default that specifies the nature of the default. Grantee shall cure the default within fifteen (15) business days following receipt of the notice of default. If Grantee fails to cure the default within that time, the County may terminate this Agreement by giving Grantee written notice of immediate termination. Upon termination, Grantee shall promptly provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures made in conformance with this Agreement, as determined by County's administrator, as of the effective date of termination. The County may also seek any and all legal and equitable remedies against Grantee for breaching this Agreement.
10. **Termination for Convenience of County.** County may terminate this Agreement at any time by giving written notice to Grantee of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.

11. **Termination for Convenience of Grantee.** Grantee may terminate this Agreement at any time by giving written notice to County's administrator of such termination and specifying the effective date thereof at least 60 days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditure for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
12. **Interest of Grantee.** Grantee covenants that Grantee presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Grantee's completing the purpose of the grant as specified in Paragraph 2. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Grantee.
13. **Publication, Reproduction and Use of Material.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other Country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
14. **Insurance.** Grantee shall maintain insurance against claims or injuries to person or damages to property that may arise from or in connection with the use of the grant funds by Grantee, its agents, representatives, employees, volunteers or subcontractors. The cost of such insurance shall be borne by Grantee and coverage limits shall be a minimum of \$1,000,000 General Liability per occurrence/\$1,000,000 aggregate for operations, products and completed operations for bodily injury, personal injury and property damage; \$500,000 Automobile Liability per accident for bodily injury and property damage; and Workers' Compensation and Employers Liability Insurance as required by the California Labor Code. County shall retain the right at any time to review the coverage and amount of insurance required.
15. **Independent Capacity.** In the performance of this Agreement, Grantee and its officers, agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Grantee and the County.
16. **Equal Opportunity.** Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. **Defense and Indemnity.** To the fullest extent permitted by law, County shall not be liable for, and Grantee shall defend and indemnify County and its officers, agents, employees and volunteers (collectively, "County Parties") against any and all claims, deductibles, self-insured retention's, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of grant funds and/or Grantee's use of grant funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, volunteers, agents, contractors, licensees or servants, including without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.
18. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California.

19. **Complete Agreement.** This Agreement constitutes the entire agreement between Grantee and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both parties.
20. **Waiver.** The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
21. **Consultation with Counsel.** Each party has had the opportunity to consult with independent legal counsel of its own choosing before executing this Agreement and has executed this Agreement without fraud, duress, or undue influence of any kind.
22. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.
23. **Corporation Qualified to Do Business in California.** If Grantee is a California corporation, Grantee warrants that it is a corporation in good standing and is currently authorized to do business in California.
24. **Terms and Conditions Survive Expiration of Term of Agreement.** Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in Paragraph 3 above or the termination of this Agreement under Paragraphs 6, 7, or 8 above.
25. **Remedies.** The rights and remedies in this Agreement are in addition to, and not a limitation on, all other rights and remedies available at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
26. **Recognition.** If Grantee chooses to give written recognition of this grant, Grantee shall recognize the County of San Diego and not one or more individual County Supervisors.
27. **Prevailing Wage.** To the extent this grant funds construction, alteration, demolition, installation, repair, refuse and ready mix concrete hauling, or maintenance work and the amount of the grant exceeds \$1,000, the project funded by the grant shall be deemed a "public work" for prevailing wage purposes. It is not the intent of this Agreement to impose an obligation to pay prevailing wages on work otherwise exempt from the State's prevailing wage laws. Grantee shall be solely responsible for ensuring prevailing wages are paid when owed.

Projects subject to the payment of prevailing wages are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Grantee shall be responsible for ensuring all required job site postings and all certified payroll and other reporting applicable to it as an awarding body are completed in accordance with the State's prevailing wage regulations. Information regarding the State's prevailing wage requirements can be obtained from the Director, Department of Industrial Relations at www.dir.ca.gov, Labor Code § 1720, et seq., and 8 Cal. Code of Regs. § 16000, et seq.

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

WHEREFORE, the parties execute this Agreement on the date first written above.

COUNTY OF SAN DIEGO

GRANTEE

By: _____
Deputy Chief Administrative Officer/Chief
Financial Officer
or Designated Representative

Ebony N. Shelton, Director
Office of Financial Planning

By: _____ Date _____
Authorized signatory

Print Name and Title

[Note: Person signing on behalf of Grantee must be authorized by Grantee's Board of Directors to sign this Agreement and must be same person Grantee listed in its funding application as being authorized to sign.]

Return This Agreement

RESOLUTION NO. 2020 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1.) APPROVING THE NEIGHBORHOOD REINVESTMENT PROGRAM GRANT FROM THE COUNTY OF SAN DIEGO BOARD OF SUPERVISORS IN THE AMOUNT OF \$35,000, 2.) WAIVING CITY COUNCIL POLICY NO. 1001 RELATED TO THE AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND CITY OF NATIONAL CITY'S PROVISION #17 - DEFENSE AND INDEMNITY; AND 3.) AUTHORIZING THE ESTABLISHMENT OF A LIBRARY GRANT FUND APPROPRIATION OF \$35,000 AND CORRESPONDING REVENUE BUDGET TO FUND THE NATIONAL CITY PUBLIC LIBRARY'S STAYING CONNECTED – TECHNOLOGY ACCESS FOR ALL! PROJECT

WHEREAS, on June 25, 2019, the National City Public Library submitted an application for the Neighborhood Reinvestment Program for funding for its Staying Connected – Technology Access for All! Project; and

WHEREAS, on July 16, 2020, based on a recommendation from Supervisor Cox, the Board of Supervisors have approved an award in the amount of \$35,000 to the National City Public Library to purchase and lend laptops to adult literacy learners who need access to technology to continue their education via the new distance learning platform; and

WHEREAS, prior to lending the equipment, the Library will require borrowers to sign a waiver of liability by which they agree to indemnify and hold the City of National City harmless against any claim, actions, demands, unlawful act or liability relating to the use of the device by any party including but not limited to hardware, software, and content; and

WHEREAS, City Staff recommends City Council to approve the Neighborhood Reinvestment Program Grant from the County of San Diego Board of Supervisors in the amount of \$35,000 by waiving City Council Policy No. 1001 related to the Agreement between the County of San Diego and City of National City's Provision #17 - Defense and Indemnity.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the Neighborhood Reinvestment Program Grant from the County of San Diego Board of Supervisors in the amount of \$35,000.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby waive City Council Policy No. 1001 related to the Agreement between the County of San Diego and City of National City's Provision #17 - Defense and Indemnity.

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**Resolution No. 2020 –
Page Two**

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes the establishment of a Library Grant Fund appropriation in the amount of \$35,000 and corresponding revenue budget to fund the National City Public Library’s Staying Connected – Technology Access for All! Project.

PASSED and ADOPTED this 1st day of September 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Community and Police Relations Commission \(CPRC\) Update. \(City Manager\)](#)

Please scroll down to view the backup material.

Item # ____
09/01/20

Community and Police Relations Commission (CPRC) Update

(City Manager)

The following page(s) contain the backup material for Agenda Item: [City Manager Report.
\(City Manager\)](#)

Please scroll down to view the backup material.

Item # ____
09/01/20

City Manager Report

(City Manager)