



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

**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, FEBRUARY 04, 2014 – 6:00 PM**

**RON MORRISON**  
*Mayor*

**LUIS NATIVIDAD**  
*Vice Mayor*

**JERRY CANO**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ALEJANDRA SOTELO-SOLIS**  
*Councilmember*

**1243 National City Blvd.  
National City, CA 91950  
619-336-4300**

**Meeting agendas and  
minutes available on web**

**WWW.NATIONALCITYCA.GOV**

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

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

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

**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.

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

to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

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

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

**OPEN TO THE PUBLIC**

**CITY COUNCIL / COMMUNITY DEVELOPMENT COMMISSION AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC ORAL COMMUNICATIONS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS**

**PRESENTATIONS**

1. National City Wellness Program 2012-2014
2. Partnership Collaborations: ARTS, the Sage Project, and SUHI helping create the Arts, Culture, and Education District (CMO)

**INTERVIEWS / APPOINTMENTS**

**CONSENT CALENDAR**

3. Resolution of the City Council of the City of National City authorizing the Mayor to execute the Memorandum of Understanding between the City of San Diego Office of Homeland Security and the City of National City regarding FY12 Urban Area Security Initiative (UASI) Grant Funding for equipment and training for police and fire personnel. (Fire)
4. Resolution of the City Council of the City of National City authorizing the Mayor to execute the Memorandum of Understanding between the City of San Diego Office of Homeland Security and the City of National City regarding FY13 Urban Area Security Initiative (UASI) Grant Funding for equipment and training for police and fire personnel. (Fire)
5. Resolution of the City Council of the City of National City authorizing the Mayor to execute the Grant Assurances for the FY13 State Homeland Security Grant Program for equipment, training, exercises, and planning for police and fire personnel. (Fire)
6. Resolution of the City Council of the City of National City authorizing a reimbursable grant in the amount of \$44,565 from the FY13 State Homeland Security Grant Program for the purchase of equipment for the

- Police and Fire Departments, and authorizing the establishment of an appropriation and corresponding revenue budget. (Fire)
7. Resolution of the City Council of the City of National City approving the reallocation of \$70,000 in Community Development Block Grant (CDBG) funds to the FY 2013-2014 CDBG Project titled George H. Waters Nutrition Center Program to complete the installation of a walk-in refrigerator unit and repairs to the heating, ventilation, and air conditioning system. (Housing, Grants, and Asset Management)
  8. Resolution of the City Council of the City of National City adopting a Quality Assurance Program (QAP) that provides sampling and testing procedures to ensure that materials incorporated into construction projects are in conformance with the contract specifications and Caltrans requirements for federal-aid projects. (Engineering)
  9. Warrant Register #25 for the period of 12/11/13 through 12/17/13 in the amount of \$1,620,610.73. (Finance)
  10. Warrant Register #26 for the period of 12/18/13 through 12/24/13 in the amount of \$1,845,689.77. (Finance)
  11. Warrant Register #28 for the period of 1/1/14 through 1/7/14 in the amount of \$2,316,202.41. (Finance)

## **PUBLIC HEARINGS**

## **ORDINANCES FOR INTRODUCTION**

## **ORDINANCES FOR ADOPTION**

## **NON CONSENT RESOLUTIONS**

12. Resolution of the City Council of the City of National City approving a Conditional Use Permit for alcohol sales at Redbird Market located at 2035 Highland Avenue. (Applicant: Laith Arabo) (Case File 2013-18 CUP) (Planning)
13. Resolution of the City Council of the City of National City authorizing the appropriation and corresponding revenue increase of \$1,000,000 for the purpose of environmental remediation work on the Westside In-fill Transit Oriented Development project site. (Engineering)
14. Resolution of the City Council of the City of National City, 1) awarding a contract in the not to exceed amount of \$858,609.00 to Clauss Construction for the 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project. Specification No. 13-01; 2) authorizing a 25%



contingency in the amount \$214,652.25 for any unforeseen changes; and  
3) authorizing the Mayor to execute the contract. (Engineering)

## **NEW BUSINESS**

15. Notice of Decision - Planning Commission approval of a Conditional Use Permit for the sale of beer and wine for off-site consumption at an existing market (El Super Market) located at 1811 "L" Avenue. (Applicant: Rodel Chalabi) (Case File 2013-27 CUP) (Planning)
16. Notice of Decision - Planning Commission approval of a Conditional Use Permit for a Wireless Communications Facility located at 2415 East 18th Street. (Applicant: Verizon Wireless) (Case File 2013-26 CUP) (Planning)
17. Staff update on the San Diego State University Sage Project: Community Engagement for Sustainable Cities Program. (City Manager)
18. Response to the December 3, 2013 direction by the City Council to bring forward recommendations related to the facilitation of a City Council Retreat, including possible dates and format. (Administrative Services)
19. National City Sales Tax Update Newsletter - Third Quarter 2013. (Finance)

## **COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY**

### **PUBLIC HEARINGS- HOUSING AUTHORITY**

### **NON CONSENT RESOLUTIONS- HOUSING AUTHORITY**

### **NEW BUSINESS- HOUSING AUTHORITY**

### **STAFF REPORTS**

20. State of California Fiscal Year 2015 Budget Update (Finance)

### **MAYOR AND CITY COUNCIL**

21. Discussion of a Safe Ongoing Prescription Drug Drop Off site which would allow residents to dispose of household prescription medications at a location for quick and convenient use. (Council Initiated)

### **CLOSED SESSION REPORT**

### **ADJOURNMENT**

Regular City Council/Community Development/Housing Authority of the City of National City Meeting - Tuesday - February 18, 2014 - 6:00 p.m. - Council Chambers - National City, California.



**National City  
Wellness Program**

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2012-2014


# Top 3 Modifiable Risk Factors

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1. Body Mass Index
2. Physical Activity and Nutrition
3. Preventive Screening Compliance

# Program goals:

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1. Provide engaging health education and awareness information while contributing to a culture of health in the City of National City
  2. Evaluate and compare age/gender preventive screening compliance with national benchmarks
  3. Create a walking program (i.e. Thrive Across America)
  4. Offer targeted wellness programs and activities through HealthWorks (Kaiser)
  5. Continue to create a supportive workplace environment
  6. Evaluate/compare and understand results to choose appropriate interventions
  7. Increase participation year over year in biometric screenings, TAA, Total Health Assessment
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# Wellness Accomplishments – 2012

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- ✓ Formed the Wellness Committee
- ✓ Logo and Tag Line Contest
- ✓ Started Onsite Health Education Classes in November
  - Healthy Mind, Healthy Body: Managing Stress
- ✓ Conducted an Employee Health and Wellness Survey
  - 74 respondents
- ✓ Renovated City Hall gym and held a ribbon cutting event

# Wellness Accomplishments – 2013

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- ✓ Participated in the Employee Health fair
- ✓ Held Monthly Wellness Committee meetings
- ✓ Established a Monthly Wellness Newsletter
- ✓ Kicked off first Thrive Across America (walking competition)
  - Total of 13 teams
- ✓ Conducted 1<sup>st</sup> annual “Know Your Numbers” Campaign with Kaiser Mobil Health Vehicle
  - 62 completed a biometric screening and health assessments
- ✓ Continued Onsite Health Education Classes

# Wellness Accomplishments – 2013

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- ✓ Held Onsite Health Education Classes
  - Heart Health/Blood Pressure
  - Financial Fitness
  - Get Moving!
  - Safety Over Summer
  - Be Your Healthiest: Dermatology
  - Know Your Numbers
  - Healthy Weight
  - Men's Health
  - Breast Cancer: What Every Woman Should Know
  - Healthy Holidays
  - Diabetes Awareness

# Wellness Accomplishments – 2013

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- ✓ Joined the Healthy Eating Active Living (HEAL) Cities Campaign
- ✓ Sponsored free weekly Zumba classes
- ✓ Installed healthy vending machines at City Hall
- ✓ Hosted Celebrity Chef Doreen Colondres
  - Approximately 75 participants
- ✓ Conducted 2<sup>nd</sup> Employee Health and Wellness Survey
  - 55 respondents
- ✓ Held Wellness Check-in Pilot Program through Kaiser
- ✓ Maintain Don't Gain Holiday Challenge




# Wellness Accomplishments – 2013

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- ✓ Held Wellness Check-in Pilot Program through Kaiser
  - Number of sessions offered – 4
  - Number of employees seen – 13
  - Number of employees who had second session – 7
- ✓ Employees wanted support for: Weight management (8), Exercise (3), Stress (1), Pain (1)
- ✓ Overall - the pilot was a success!
  - “When I was discouraged the instructor gave me the strength to move forward.”
  - “My health is much better.”
  - “Helped me make adjustments I needed to make on my food intake. Now I pay more attention to that.”
  - “The instructor took the time to help me understand why I was not successful at reaching my goals. Set them too high. Start with smaller attainable goals. Once achieved then reset them next step higher.”

# Looking Forward - 2014

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- Health fair
  - 90 Day Weight Loss Challenge
  - Thrive Across America
  - “This Year I Will” campaign: goal setting
  - Olivewood Gardens tours and cooking demonstrations
  - Cooper Assessments
  - Know Your Numbers campaign with Kaiser Mobil Health Vehicle
  - Weight Watchers
  - Kaiser Physician Ambassador Talks
- 

# Wellness Budget

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## 2012/13

- \$6,763 – Kaiser
- \$25,000 – City of National City (City Hall gym renovation)

## 2013/14

- \$10,000 – Kaiser
- \$10,500 – City of National City

## 2014/15

- \$8,800 – Kaiser
  - TBD – City of National City
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# Employee Testimonial

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“I’ve done Zumba for about four months now and I absolutely love it. I’m so grateful that it’s offered to us as city employees. It is such a positive experience and not only has it helped me reduce stress, but it has helped me tone up. Zumba has inspired just what I needed to get back on track with a healthy lifestyle. I can very proudly say that since I’ve started Zumba I’ve almost dropped 2 dress sizes. It feels great to see the physical transformation.”

Rosa S. (NCPD)

# Questions

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**National City**  
**Wellness Program**

**ITEM #  
2/4/13**

**Partnership Collaborations: ARTS, the Sage Project, and  
SUHI helping create the Arts, Culture, and Education District  
(City Manager)**

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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute the Memorandum of Understanding between the City of San Diego Office of Homeland Security and the City of National City regarding FY12 Urban Area Security Initiative (UASI) Grant Funding for equipment and training for police and fire personnel. (Fire)

**PREPARED BY:** Walter Amedee

**DEPARTMENT:** Fire

**PHONE:** (619) 336-4556

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

This Memorandum of Understanding documents roles, responsibilities, and expectations at the local, state, and federal levels and ensures that the City of National City, as a participant in the program, agrees to meet state and federal requirements. The Urban Area Security Initiative (UASI) grant provides funding for equipment and training needed to respond to natural or man-made disasters or terrorism incidents that may occur in the San Diego urban area. |

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

Minor impact; the UASI Grant requires the City to request reimbursement for expenditures for training and equipment. |

**ENVIRONMENTAL REVIEW:**

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**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff recommends authorizing the Mayor to execute the MOU between the City of San Diego Office of Homeland Security and the City of National City regarding FY12 UASI grant funding. |

**BOARD / COMMISSION RECOMMENDATION:**

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**ATTACHMENTS:**

1. MOU between the City of San Diego Office of Homeland Security and the City of National City regarding FY12 Urban Area Security Initiative (UASI) grant funding
2. Resolution |

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY  
AND THE \_\_\_\_\_  
REGARDING FY12 URBAN AREA SECURITY INITIATIVE (UASI) GRANT  
FUNDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective \_\_\_\_\_,  
(effective date to be complete by City of San Diego City Attorney's Office)  
20\_\_ , between THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY and  
\_\_\_\_\_ under the following terms and conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (**Attachment A**).
2. The Participating Agency agrees to submit a Reimbursement Request Form by the 10<sup>th</sup> day of each month to request reimbursement for costs incurred in accordance with the UASI grant program guidelines.
3. The Participating Agency agrees to submit at the time of signing of this MOU, and on October 1 of each year thereafter, a verified confirmation of its public safety personnel by category and within the definitions provided in item 3.1 below for each of those categories (**Attachment B**). Public safety personnel shall only be counted in one category and one job classification even if they have multiple disciplines, such as Fire Fighter and Paramedic. The required listing of public safety personnel shall be by job classification from personnel, payroll and/or budgetary records by category in the format below.

- 3.1 Public safety personnel categories and definitions shall be as follows (civilian personnel shall not be counted):

**Fire Services (FS)** - Personnel at the urban area jurisdiction level who are in personnel classifications which provide services as first responders and meet the Hazmat First Responder Operations level requirements of Title 29 of the Code of Federal Regulations (CFR) Section 1910.120(q) (29CFR section 1910.120(q)) and Title 8 California Code of Regulations (CCR) Section 5192.

**Law Enforcement (LE)** – Personnel, in accordance with the provisions of California Penal Code Sections 830-832.17, who work for agencies at the local and municipal level with responsibility as sworn law enforcement officers.

**Emergency Medical Services (EMS)** – Personnel and contractors who, on a full-time or part-time basis serve as first responders, Emergency Medical Technician (EMT) I, II or Paramedic on ground-based and aero-medical services to provide pre-hospital care, through ambulance service,



Memorandum of Understanding - Urban Area Security Initiative Grant Funding

rescue squad, or medical engine company. Personnel must meet the requirements set forth in the California Code of Regulations Title 22. Social Security, Division 9. Pre-hospital Emergency Medical Services Chapter 2, 3 or 4.

**HazMat (HZ)** – Personnel, full-time or part-time, who identify, characterize, or provide risk assessment, and mitigate/control the release of a hazardous substance or potentially hazardous substance as Hazardous Materials Specialists or Technicians and members of the Hazardous Incident Response Team.

4. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. Recipients that expend \$500,000 or more of federal funds during their respective fiscal year agree to submit an organization-wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.067). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.
5. The Participating Agency agrees that all its expenditures shall be in accordance with the pre-approved expenditure details as submitted to the City and approved by the State of California Office of Homeland Security (CA-OHS) and the U.S. Department of Homeland Security Office of Domestic Preparedness (ODP). Any deviations from the pre-approved list shall be submitted to the City for approval before making such expenditures.
6. The Participating Agency agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from and against all liability arising out of the Participating Agency's acts or omissions under this MOU.
7. The City agrees to defend, indemnify, and hold harmless the Participating Agency, its agents, officers, and employees, from and against all liability arising out of the City's acts or omissions under this MOU.

Memorandum of Understanding - Urban Area Security Initiative Grant Funding

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of San Diego Office of Homeland Security and the \_\_\_\_\_, by and through their authorized representatives.

CITY OF SAN DIEGO

\_\_\_\_\_  
\_\_\_\_\_  
(Signature)

By: John Valencia

Title: Program Manager

\_\_\_\_\_  
(Jurisdiction)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

(Print)

Title: \_\_\_\_\_

I HEREBY APPROVE the form and legality of the foregoing Memorandum of Understanding this \_\_\_ day of \_\_\_\_\_, 20\_.

JAN GOLDSMITH, City Attorney

By: \_\_\_\_\_

Deputy City Attorney

**California Emergency Management Agency**  
***FY 2012 Grant Assurances***  
(All HSGP Applicants)

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. Has the legal authority to accept Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY2012 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.
7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.
9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
11. Will comply with all provisions of 48 CFR, 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.
12. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
14. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
15. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
16. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.
17. Will comply with all Federal and State Statues relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
  - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
  - j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
  - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

- l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
18. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
  19. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
  20. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
  21. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 10, Environmental Considerations.
  22. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.
  23. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to the GPD EHP team at [GPDEHPinfo@fema.dhs.gov](mailto:GPDEHPinfo@fema.dhs.gov) for review.
  24. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at: [www.fema.gov/doc/government/grant/bulletins/info329\\_final\\_screening\\_memo.doc](http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc)
  25. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

26. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
  - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
  - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
  - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
  - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
  - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
27. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
28. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *“This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security.”* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *“Purchased with funds provided by the U.S. Department of Homeland Security.”*
29. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.
30. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding and has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
  - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.
  - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Property/equipment purchased under the HSGP reverts to Cal EMA if the grant funds are deobligated/disallowed and/or not promptly repaid.
  - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation/disallowment of costs or Cal EMA reserves the right to place a lien on the property for the amount owed.

- e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
31. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
  32. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
  33. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
  34. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
  35. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
  36. Agrees that where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
  37. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: [DD254AdministrativeSecurity@dhs.gov](mailto:DD254AdministrativeSecurity@dhs.gov)

Mail: Department of Homeland Security

Office of the Chief Security Officer

ATTN: ASD/Industrial Security Program Branch

Washington, D.C. 20528

38. Agrees with the requirements regarding Data Universal Numbering System (DUNS) Numbers, meaning if recipients are authorized to make subawards under this award, they must notify potential subrecipients



that no entity (see definition in paragraph C of this award term) may receive or make a subaward to any entity unless the entity has provided its DUNS number. For purposes of this award term, the following definitions will apply:

- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>
  - b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a State, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
  - c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
  - d. "Subrecipient" means an entity that receives a subaward from you under this award; and is accountable to you for the use of the Federal funds provided by the subaward.
39. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
40. Agrees that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  - b. If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- a.
  - b.
41. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.



42. Agrees that equipment acquired or obtained with grant funds:
  - c. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
  - d. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
43. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
44. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
45. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
46. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
47. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
48. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
49. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement, and the California Supplement to the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2012 Homeland Security Grant Program application. Further, use of FY12 funds is limited to those investments included in the California FY12 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
50. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension". As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or

- contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
  - d. where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
51. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
52. Will comply with the administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
53. Will acknowledge, agree, and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS and/or Cal EMA.
  - b. Recipients must give DHS/Cal EMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS/Cal EMA regulations and other applicable laws or program guidance.
  - c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS/Cal EMA officials and maintain appropriate backup documentation to support the reports.
  - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
  - e. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/Cal EMA awarding office and the DHS Office of Civil Rights and Civil Liberties.
  - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination,

recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

54. Agrees that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.
55. Will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
56. Will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.
57. Will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
58. Will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
59. Will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
60. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
61. Will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient engages in severe forms of trafficking in persons during the

- period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
62. Will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  63. Will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).
  64. Will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).
  65. Will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
  66. Will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.
  67. Will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.
  68. Will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
  69. Will comply with the requirements of the Federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

70. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
71. Will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
72. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
73. Will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
74. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
75. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal EMA.
  - a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
  - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal EMA. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
  - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal EMA. To determine if the public has access to



the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report subrecipient executive total compensation to Cal EMA by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

- d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
  - i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

76. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION OF PUBLIC SAFETY PERSONNEL  
BY CATEGORY  
FY 12 UASI**

Date: \_\_\_\_\_

Agency: \_\_\_\_\_

Authorized Agent Name: \_\_\_\_\_

Authorized Agent Signature: \_\_\_\_\_

Public safety personnel shall only be counted in one category, as defined in the Memorandum of Understanding between the City of San Diego and the participating agency, and one job classification even if they have multiple disciplines, such as Fire Fighter and Paramedic. The required listing of public safety personnel shall be by job classification from personnel, payroll and/or budgetary records. For classifications not listed, please use the additional lines within each category.

<b>CATEGORY – EMERGENCY MEDICAL SERVICES</b>	
<b>JOB CLASSIFICATION</b>	<b>NUMBER OF PERSONNEL</b>
EMERGENCY MEDICAL TECHNICIAN I	
EMERGENCY MEDICAL TECHNICIAN II	
PARAMEDIC	
LIFEGUARD I	
LIFEGUARD II	
LIFEGUARD III	
LIFEGUARD SERGEANT	
MARINE SAFETY LIEUTENANT	
LIFEGUARD CHIEF	
<b>TOTAL</b>	
<b>CATEGORY – FIRE SERVICES</b>	
<b>JOB CLASSIFICATION</b>	<b>NUMBER OF PERSONNEL</b>
FIRE RECRUIT (meets FS definition)	
FIRE FIGHTER I	
FIRE FIGHTER II	
FIRE ENGINEER	
FIRE CAPTAIN	
FIRE BATTALION CHIEF	
FIRE SHIFT COMMANDER	
DEPUTY FIRE CHIEF	
ASSISTANT FIRE CHIEF	
FIRE CHIEF	
<b>TOTAL</b>	

<b>CATEGORY – HAZARDOUS INCIDENT RESPONSE TEAM</b>	
<b>JOB CLASSIFICATION</b>	<b>NUMBER OF PERSONNEL</b>
HAZARDOUS MATERIALS SPECIALIST	
HAZARDOUS MATERIALS TECHNICIAN	
<b>TOTAL</b>	
<b>CATEGORY – LAW ENFORCEMENT</b>	
<b>JOB CLASSIFICATION</b>	<b>NUMBER OF PERSONNEL</b>
POLICE RESERVE	
POLICE OFFICER I	
POLICE OFFICER II	
POLICE AGENT	
POLICE CORPORAL	
POLICE SERGEANT	
POLICE LIEUTENANT	
POLICE CAPTAIN	
ASSISTANT POLICE CHIEF	
EXECUTIVE POLICE CHIEF	
POLICE CHIEF	
RESERVE DUPUTY	
DEPUTY SHERIFF	
SHERIFF’S SERGEANT	
SHERIFF’S LIEUTENANT	
SHERIFF’S CAPTAIN	
SHERIFF’S COMMANDER	
ASSISTANT SHERIFF	
UNDERSHERIFF	
SHERIFF	
<b>TOTAL</b>	





**Office of Homeland Security  
Signature Authorization Form  
FY 2012 Homeland Security Grant Programs**

Jurisdiction: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Authorized Agent Printed Name and Signature

\_\_\_\_\_  
Phone No.

Mail form to City of San Diego, Office of Homeland Security, 1010 2<sup>nd</sup> Avenue, Suite 1500, San Diego, CA 92101

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY AND  
THE CITY OF NATIONAL CITY REGARDING FISCAL YEAR 2012  
URBAN AREA SECURITY INITIATIVE GRANT FUNDING FOR  
EQUIPMENT AND TRAINING FOR POLICE AND FIRE PERSONNEL

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

WHEREAS, the City of National City is required to execute a Memorandum of Understanding with the City of San Diego Office of Homeland Security that documents the roles, responsibilities, and expectations at the local, State, and federal levels, and ensures that the City of National City, as a participant in the program, agrees to meet the State and federal requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Memorandum of Understanding with the City of San Diego Office of Homeland Security regarding the Fiscal Year 2012 Urban Area Security Initiative Grant Funding Program. Said Memorandum of Understanding is on file in the office of the City Clerk.

PASSED and ADOPTED this 4th day of February, 2014.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute the Memorandum of Understanding between the City of San Diego Office of Homeland Security and the City of National City regarding FY13 Urban Area Security Initiative (UASI) Grant Funding for equipment and training for police and fire personnel. (Fire)

**PREPARED BY:** |Walter Amedee|

**DEPARTMENT:** Fire

**PHONE:** |(619) 336-4556|

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

This Memorandum of Understanding documents roles, responsibilities, and expectations at the local, state, and federal levels and ensures that the City of National City, as a participant in the program, agrees to meet state and federal requirements. The Urban Area Security Initiative (UASI) grant provides funding for equipment and training needed to respond to natural or man-made disasters or terrorism incidents that may occur in the San Diego urban area. |

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

Minor impact; the UASI Grant requires the City to request reimbursement for expenditures for training and equipment.

**ENVIRONMENTAL REVIEW:**

|

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff recommends authorizing the Mayor to execute the MOU between the City of San Diego Office of Homeland Security and the City of National City regarding FY13 UASI grant funding.

**BOARD / COMMISSION RECOMMENDATION:**

|

**ATTACHMENTS:**

1. MOU between the City of San Diego Office of Homeland Security and the City of National City regarding FY13 Urban Area Security Initiative (UASI) grant funding
2. Resolution |

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY  
AND THE \_\_\_\_\_  
REGARDING FY13 URBAN AREA SECURITY INITIATIVE (UASI) GRANT  
FUNDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective \_\_\_\_\_,  
(effective date to be complete by City of San Diego City Attorney's Office)  
20\_\_ , between THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY and  
\_\_\_\_\_ under the following terms and conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (**Attachment A**).
2. The Participating Agency agrees to submit a Reimbursement Request Form by the 10<sup>th</sup> day of each month to request reimbursement for costs incurred in accordance with the UASI grant program guidelines.
3. The Participating Agency agrees to submit at the time of signing of this MOU, and on October 1 of each year thereafter, a verified confirmation of its public safety personnel by category and within the definitions provided in item 3.1 below for each of those categories (**Attachment B**). Public safety personnel shall only be counted in one category and one job classification even if they have multiple disciplines, such as Fire Fighter and Paramedic. The required listing of public safety personnel shall be by job classification from personnel, payroll and/or budgetary records by category in the format below.

- 3.1 Public safety personnel categories and definitions shall be as follows (civilian personnel shall not be counted):

**Fire Services (FS)** - Personnel at the urban area jurisdiction level who are in personnel classifications which provide services as first responders and meet the Hazmat First Responder Operations level requirements of Title 29 of the Code of Federal Regulations (CFR) Section 1910.120(q) (29CFR section 1910.120(q)) and Title 8 California Code of Regulations (CCR) Section 5192.

**Law Enforcement (LE)** – Personnel, in accordance with the provisions of California Penal Code Sections 830-832.17, who work for agencies at the local and municipal level with responsibility as sworn law enforcement officers.

**Emergency Medical Services (EMS)** – Personnel and contractors who, on a full-time or part-time basis serve as first responders, Emergency Medical Technician (EMT) I, II or Paramedic on ground-based and aero-medical services to provide pre-hospital care, through ambulance service,

Memorandum of Understanding - Urban Area Security Initiative Grant Funding

rescue squad, or medical engine company. Personnel must meet the requirements set forth in the California Code of Regulations Title 22. Social Security, Division 9. Pre-hospital Emergency Medical Services Chapter 2, 3 or 4.

**HazMat (HZ)** – Personnel, full-time or part-time, who identify, characterize, or provide risk assessment, and mitigate/control the release of a hazardous substance or potentially hazardous substance as Hazardous Materials Specialists or Technicians and members of the Hazardous Incident Response Team.

4. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. Recipients that expend \$500,000 or more of federal funds during their respective fiscal year agree to submit an organization-wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.067). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.
5. The Participating Agency agrees that all its expenditures shall be in accordance with the pre-approved expenditure details as submitted to the City and approved by the State of California Office of Homeland Security (CA-OHS) and the U.S. Department of Homeland Security Office of Domestic Preparedness (ODP). Any deviations from the pre-approved list shall be submitted to the City for approval before making such expenditures.
6. The Participating Agency agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from and against all liability arising out of the Participating Agency's acts or omissions under this MOU.
7. The City agrees to defend, indemnify, and hold harmless the Participating Agency, its agents, officers, and employees, from and against all liability arising out of the City's acts or omissions under this MOU.

Memorandum of Understanding - Urban Area Security Initiative Grant Funding

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of San Diego Office of Homeland Security and the \_\_\_\_\_, by and through their authorized representatives.

CITY OF SAN DIEGO

\_\_\_\_\_  
(Signature)

By: John Valencia

Title: Program Manager

\_\_\_\_\_  
(Jurisdiction)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

(Print)

Title: \_\_\_\_\_

I HEREBY APPROVE the form and legality of the foregoing Memorandum of Understanding this \_\_\_ day of \_\_\_\_\_, 20\_.

JAN GOLDSMITH, City Attorney

By: \_\_\_\_\_

Deputy City Attorney

**California Governor's Office of Emergency Services**  
***FY 2013 UASI Grant Assurances***  
(All HSGP Applicants)

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

As the duly authorized representative of the Applicant, I certify that the Applicant named above:

1. Will assure that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2013 HSGP Funding Opportunity Announcement.
2. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prepare for, prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
3. Has the legal authority to accept federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES).
4. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program and Urban Area Security Initiative) or fiscal years.
5. Will comply with any cost sharing commitments included in the FY2013 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.
6. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.
7. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA or Cal OES, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.
8. Will require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS/FEMA access to records, accounts, documents, information, facilities, and staff.
  - a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS/FEMA or Cal OES.
  - b. Recipients must give DHS/FEMA and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to

facilities, personnel, and other individuals and information as may be necessary, as required by DHS/FEMA and Cal OES program guidance, requirements, and applicable laws.

- c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS/FEMA and Cal OES officials and maintain appropriate documentation to support these reports.
  - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
  - e. If, during the past three years, the Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/FEMA/Cal OES awarding office and the DHS Office of Civil Rights and Civil Liberties.
  - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Recipient, or the Recipient settles a case or matter alleging such discrimination, Recipients must forward a copy of the complaint and findings to the DHS/FEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
9. Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement, or detailed in the program guidance.
  10. Agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the federal and state approved privacy policies, and achieve (at a minimum) the baseline level of capability as defined by the Fusion Capability Planning Tool.
  11. Will initiate and complete the work within the applicable timeframe, in accordance with grant award terms and requirements, after receipt of approval from Cal OES, and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.
  12. Will provide timely, complete and accurate progress reports, and maintain appropriate documentation to support the reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP), within 45 (forty-five) days of the award, and update these reports and related documentation via the Grant Reporting Tool (GRT) twice each year.
  13. Will provide timely notifications to Cal OES of any developments that have a significant impact on award-supported activities, including changes to key program staff.
  14. Agrees to be non-delinquent in the repayment of any federal debt. Examples of relevant debt may be found in OMB Circular A-129, form SF-424, item #17, and include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
  15. Will comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, Recipient or subrecipient of federal payments shall submit a false claim for payment, reimbursement or advance. Administrative remedies may be found in 38 U.S.C. Section 3801-3812, addressing false claims and statements made.
  16. Will comply with all federal and state laws, executive orders, regulations, program and administrative requirements, cost principles, audit requirements, policies and any other terms and conditions applicable to this award.
  17. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.



18. Will comply with Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215; requirements for allowable costs/cost principles in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27); OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as applicable.
19. Will comply with all provisions of the Federal Acquisition Regulations including, but not limited to, Title 48 CFR Part 31.2, Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
20. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
21. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.
22. Understands and agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal OES.
23. Will comply with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, *et seq.*, and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.
24. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
25. Will comply with Title 2 of the Code of Federal Regulations regarding duplication of benefits, whereby any cost allocable to a particular federal award or cost objective under the principles provided for in this agreement may not be charged to other federal awards to overcome fund deficiencies.
26. Will ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Subgrantees and subrecipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
27. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 *et seq.*), which prohibits the use of lead based paint in construction or rehabilitation of structures.
28. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964, Public Law 88-352,(42 U.S.C. § 2000d *et seq.*), , as amended, which prohibits discrimination on the basis of race, color and national origin.
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of gender.
  - c. The Americans with Disabilities Act, as amended, which prohibits Recipients from discriminating on the basis of disability (42 U.S.C. § 12101 *et seq.*).
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in any program receiving federal financial assistance.
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age.
  - f. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
  - g. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  - h. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*, as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
  - j. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
  - k. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made and any other applicable statutes.
  - l. Will, in the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
  - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  - n. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
29. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.* [P.L. 91-646]), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.
30. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.
31. Will comply with all applicable federal, state, and local environmental and historical preservation (EHP) requirements. Failure to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Agrees not to undertake any project having the potential to impact EHP resources without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and

Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA and Cal OES and the appropriate State Historic Preservation Office.

32. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subgrantees must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS/FEMA Grants Program Directorate EHP.
33. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at: [www.fema.gov/doc/government/grant/bulletins/info329\\_final\\_screening\\_memo.doc](http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc)
34. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal OES and the DHS/FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
35. Will provide any information requested by DHS/FEMA and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
  - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.*).
  - d. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 *et seq.*).
  - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
  - f. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098, and California Code of Regulations, Title 14, Chapter 3 Sections 15000-15007.
  - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
  - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 *et seq.*), which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
36. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
37. Agrees that subgrantees and subrecipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Subgrantees and subrecipients may also find DHS Privacy Impact Assessments, guidance and templates online at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

38. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
39. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all subgrantees, recipients, and subrecipients must ensure that all conference, meeting, convention, or training space, funded in whole or in part with federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.
40. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The Recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
41. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a Recipient or sub-recipient purchases ownership with federal support. The Recipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding and has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the submitted application for federal assistance and after the receipt of federal financial assistance, through the State of California, agrees to the following:
  - a. Promptly return to the State of California all funds received which exceed the approved, actual expenditures as determined by the federal or state government.
  - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
  - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.
  - e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
42. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
43. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
44. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
45. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract,

subaward, or other agreement for goods or services that will include access to classified national security information if the Award Recipient has not been approved for and granted access to such information by appropriate authorities.

46. Agrees that where an Award Recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subrecipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
47. Immediately upon determination by the Award Recipient that funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the Award Recipient shall contact ISPB, and the applicable federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:  
Telephone: 202-447-5346  
Email: [DD254AdministrativeSecurity@dhs.gov](mailto:DD254AdministrativeSecurity@dhs.gov)  
Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528

48. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential subrecipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.
49. For purposes of this award term, the following definitions will apply:
- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>.
  - b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C, as a governmental organization, which is a state, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
  - c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see § 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
  - d. "Subrecipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the federal funds provided by the subaward.



50. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements.
51. Agrees that equipment acquired or obtained with grant funds:
  - a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement, in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the Applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
  - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
52. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
53. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement, and the California Supplement to the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2013 Homeland Security Grant Program application. Further, use of FY13 funds is limited to those investments included in the California FY13 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
54. Will comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. The adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
55. Will comply with OMB Standard Form 424B Assurances – Non-construction Programs, whereby the awarding agency may require subgrantees and subrecipients to certify to additional assurances.
56. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, “Debarment and Suspension”. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the Applicant will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. Applicant certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
  - d. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
57. Will comply with requirements to acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
58. Will comply with requirements that publications or other exercise of copyright for any work first produced under federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works. The Recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of government sponsorship (including award number) to any work first produced under an award.
59. Will obtain, via Cal OES, the prior approval from DHS on any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
60. Will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
61. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. The Recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
62. Will comply with the requirements of the government-wide award term which implements § 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the Recipient or a subrecipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
63. Will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance; national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI,

Recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

64. Will comply with the requirements of 42 U.S.C. § 7401 *et seq.* and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
65. Will comply with the requirements of the federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.
66. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 *et seq.*, which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
67. Will comply with the requirements of § 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate state or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
68. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 *et seq.*), which provides that no federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
69. Will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of § 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
70. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective,



bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

71. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
- a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in § 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
  - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
  - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report subrecipient executive total compensation to Cal OES by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.
  - d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
    - i. the total federal funding authorized to date under this award is \$25,000 or more;
    - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
    - iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.
72. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

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

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: Ron Morrison

Title: Mayor Date: February 4, 2014

**CERTIFICATION OF PUBLIC SAFETY PERSONNEL  
BY CATEGORY  
FY 13 UASI**

Date: February 4, 2014

Agency: City of National City

Authorized Agent Name: Ron Morrison

Authorized Agent Signature: \_\_\_\_\_

Public safety personnel shall only be counted in one category, as defined in the Memorandum of Understanding between the City of San Diego and the participating agency, and one job classification even if they have multiple disciplines, such as Fire Fighter and Paramedic. The required listing of public safety personnel shall be by job classification from personnel, payroll and/or budgetary records. For classifications not listed, please use the additional lines within each category.

<b>CATEGORY - EMERGENCY MEDICAL SERVICES</b>	
JOB CLASSIFICATION	NUMBER OF PERSONNEL
EMERGENCY MEDICAL TECHNICIAN I	
EMERGENCY MEDICAL TECHNICIAN II	
PARAMEDIC	
LIFEGUARD I	
LIFEGUARD II	
LIFEGUARD III	
LIFEGUARD SERGEANT	
MARINE SAFETY LIEUTENANT	
LIFEGUARD CHIEF	
<b>TOTAL</b>	<b>0</b>
<b>CATEGORY - FIRE SERVICES</b>	
JOB CLASSIFICATION	NUMBER OF PERSONNEL
FIRE FIGHTER	16
FIRE ENGINEER	10
FIRE CAPTAIN	9
FIRE BATTALION CHIEF	4

DIRECTOR OF EMERGENCY SERVICES	1
<b>TOTAL</b>	<b>40</b>
<b>CATEGORY - HAZARDOUS INCIDENT RESPONSE TEAM</b>	
<b>JOB CLASSIFICATION</b>	<b>NUMBER OF PERSONNEL</b>
HAZARDOUS MATERIALS SPECIALIST	
HAZARDOUS MATERIALS TECHNICIAN	
<b>TOTAL</b>	<b>0</b>
<b>CATEGORY - LAW ENFORCEMENT</b>	
<b>JOB CLASSIFICATION</b>	<b>NUMBER OF PERSONNEL</b>
POLICE OFFICER	45
POLICE CORPORAL	21
POLICE SERGEANT	14
POLICE LIEUTENANT	4
ASSISTANT POLICE CHIEF	1
POLICE CHIEF	1
<b>TOTAL</b>	<b>86</b>



**Office of Homeland Security  
Signature Authorization Form  
FY 2013 Homeland Security Grant Programs**

Jurisdiction: City of National City Date Signed: February 4, 2014

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

NAME (TYPED/PRINTED)	SIGNATURE	TELEPHONE NUMBER	E-MAIL ADDRESS
Frank Parra		619-336-4551	fparra@nationalcityca.gov
Walter Amedee		619-336-4556	wamedee@nationalcityca.gov

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

Ron Morrison

(619) 336-4233

Phone No.

Authorized Agent Printed Name and Signature

Mail form to City of San Diego, Office of Homeland Security, 1010 2<sup>nd</sup> Avenue, Suite 1500, San Diego, CA 92101

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY AND  
THE CITY OF NATIONAL CITY REGARDING FISCAL YEAR 2013  
URBAN AREA SECURITY INITIATIVE GRANT FUNDING FOR  
EQUIPMENT AND TRAINING FOR POLICE AND FIRE PERSONNEL

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

WHEREAS, the City of National City is required to execute a Memorandum of Understanding with the City of San Diego Office of Homeland Security that documents the roles, responsibilities, and expectations at the local, State, and federal levels, and ensures that the City of National City, as a participant in the program, agrees to meet the State and federal requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Memorandum of Understanding with the City of San Diego Office of Homeland Security regarding the Fiscal Year 2013 Urban Area Security Initiative Grant Funding Program. Said Memorandum of Understanding is on file in the office of the City Clerk.

PASSED and ADOPTED this 4th day of February, 2014.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute the Grant Assurances for the FY13 State Homeland Security Grant Program for equipment, training, exercises, and planning for police and fire personnel. (Fire)

**PREPARED BY:** |Walter Amedee|

**DEPARTMENT:** Fire

**PHONE:** |619-336-4556|

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

The FY13 State Homeland Security Grant Program was designed to supplement the purchase of equipment, training, exercises, and planning for police and fire personnel. The San Diego County Office of Emergency Services coordinates requests for equipment, training, exercises, and planning on behalf of the City of National City. In order to receive grant funds, National City must authorize the submission of the Grant Assurances for the FY13 State Homeland Security Grant Program. The FY13 State Homeland Security Grant Program is a reimbursable grant that requires jurisdictions to incur expenses prior to being reimbursed for expenditures by the San Diego County Office of Emergency Services.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** 282-411-943-355-0000 & 282-412-943-355-0000 **APPROVED:** \_\_\_\_\_ **MIS**

No negative impact; FY13 State Homeland Security Grant Program is a reimbursable grant that requires jurisdictions to incur expenses prior to being reimbursed for expenditures.

**ENVIRONMENTAL REVIEW:**

|

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff recommends authorizing the Mayor to execute the Grant Assurances for the FY13 State Homeland Security Grant Program.

**BOARD / COMMISSION RECOMMENDATION:**

|

**ATTACHMENTS:**

California Governor's Office of Emergency Services FY2013 Grant Assurances Resolution

**California Governor's Office of Emergency Services**  
***FY 2013 Grant Assurances***  
(All HSGP Applicants)

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

As the duly authorized representative of the Applicant, I certify that the Applicant named above:

1. Will assure that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2013 HSGP Funding Opportunity Announcement.
2. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prepare for, prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
3. Has the legal authority to apply for federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES).
4. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program and Urban Area Security Initiative) or fiscal years.
5. Will comply with any cost sharing commitments included in the FY2013 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.
6. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.
7. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA or Cal OES, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.
8. Will require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS/FEMA access to records, accounts, documents, information, facilities, and staff.
  - a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS/FEMA or Cal OES.
  - b. Recipients must give DHS/FEMA and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to



facilities, personnel, and other individuals and information as may be necessary, as required by DHS/FEMA and Cal OES program guidance, requirements, and applicable laws.

- c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS/FEMA and Cal OES officials and maintain appropriate documentation to support these reports.
  - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
  - e. If, during the past three years, the Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/FEMA/Cal OES awarding office and the DHS Office of Civil Rights and Civil Liberties.
  - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Recipient, or the Recipient settles a case or matter alleging such discrimination, Recipients must forward a copy of the complaint and findings to the DHS/FEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
9. Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement, or detailed in the program guidance.
  10. Agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the federal and state approved privacy policies, and achieve (at a minimum) the baseline level of capability as defined by the Fusion Capability Planning Tool.
  11. Will initiate and complete the work within the applicable timeframe, in accordance with grant award terms and requirements, after receipt of approval from Cal OES, and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.
  12. Will provide timely, complete and accurate progress reports, and maintain appropriate documentation to support the reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP), within 45 (forty-five) days of the award, and update these reports and related documentation via the Grant Reporting Tool (GRT) twice each year.
  13. Will provide timely notifications to Cal OES of any developments that have a significant impact on award-supported activities, including changes to key program staff.
  14. Agrees to be non-delinquent in the repayment of any federal debt. Examples of relevant debt may be found in OMB Circular A-129, form SF-424, item #17, and include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
  15. Will comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, Recipient or subrecipient of federal payments shall submit a false claim for payment, reimbursement or advance. Administrative remedies may be found in 38 U.S.C. Section 3801-3812, addressing false claims and statements made.
  16. Will comply with all federal and state laws, executive orders, regulations, program and administrative requirements, cost principles, audit requirements, policies and any other terms and conditions applicable to this award.
  17. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.

18. Will comply with Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215; requirements for allowable costs/cost principles in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27); OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as applicable.
19. Will comply with all provisions of the Federal Acquisition Regulations including, but not limited to, Title 48 CFR Part 31.2, Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
20. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
21. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.
22. Understands and agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal OES.
23. Will comply with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, *et seq.*, and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.
24. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
25. Will comply with Title 2 of the Code of Federal Regulations regarding duplication of benefits, whereby any cost allocable to a particular federal award or cost objective under the principles provided for in this agreement may not be charged to other federal awards to overcome fund deficiencies.
26. Will ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Subgrantees and subrecipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
27. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 *et seq.*), which prohibits the use of lead based paint in construction or rehabilitation of structures.
28. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964, Public Law 88-352,(42 U.S.C. § 2000d *et seq.*), , as amended, which prohibits discrimination on the basis of race, color and national origin.
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of gender.
  - c. The Americans with Disabilities Act, as amended, which prohibits Recipients from discriminating on the basis of disability (42 U.S.C. § 12101 *et seq.*).
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in any program receiving federal financial assistance.
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age.
  - f. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
  - g. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  - h. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*, as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
  - j. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
  - k. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made and any other applicable statutes.
  - l. Will, in the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
  - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  - n. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
29. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.* [P.L. 91-646]), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.
30. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.
31. Will comply with all applicable federal, state, and local environmental and historical preservation (EHP) requirements. Failure to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Agrees not to undertake any project having the potential to impact EHP resources without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and

Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA and Cal OES and the appropriate State Historic Preservation Office.

32. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subgrantees must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS/FEMA Grants Program Directorate EHP.
33. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at: [www.fema.gov/doc/government/grant/bulletins/info329\\_final\\_screening\\_memo.doc](http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc)
34. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal OES and the DHS/FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
35. Will provide any information requested by DHS/FEMA and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
  - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.*).
  - d. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 *et seq.*).
  - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
  - f. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098, and California Code of Regulations, Title 14, Chapter 3 Sections 15000-15007.
  - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
  - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 *et seq.*), which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
36. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
37. Agrees that subgrantees and subrecipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Subgrantees and subrecipients may also find DHS Privacy Impact Assessments, guidance and templates online at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_fuidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_fuidance_june2010.pdf) and at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

38. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
39. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all subgrantees, recipients, and subrecipients must ensure that all conference, meeting, convention, or training space, funded in whole or in part with federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.
40. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The Recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
41. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a Recipient or sub-recipient purchases ownership with federal support. The Recipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding and has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the submitted application for federal assistance and after the receipt of federal financial assistance, through the State of California, agrees to the following:
  - a. Promptly return to the State of California all funds received which exceed the approved, actual expenditures as determined by the federal or state government.
  - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
  - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.
  - e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
42. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
43. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
44. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
45. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract,

subaward, or other agreement for goods or services that will include access to classified national security information if the Award Recipient has not been approved for and granted access to such information by appropriate authorities.

46. Agrees that where an Award Recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subrecipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
47. Immediately upon determination by the Award Recipient that funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the Award Recipient shall contact ISPB, and the applicable federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:  
Telephone: 202-447-5346  
Email: [DD254AdministrativeSecurity@dhs.gov](mailto:DD254AdministrativeSecurity@dhs.gov)  
Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528

48. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential subrecipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.
49. For purposes of this award term, the following definitions will apply:
- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>.
  - b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C, as a governmental organization, which is a state, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
  - c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see § 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
  - d. "Subrecipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the federal funds provided by the subaward.

50. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements.
51. Agrees that equipment acquired or obtained with grant funds:
  - a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement, in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the Applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
  - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
52. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
53. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement, and the California Supplement to the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2013 Homeland Security Grant Program application. Further, use of FY13 funds is limited to those investments included in the California FY13 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
54. Will comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. The adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
55. Will comply with OMB Standard Form 424B Assurances – Non-construction Programs, whereby the awarding agency may require subgrantees and subrecipients to certify to additional assurances.
56. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, “Debarment and Suspension”. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the Applicant will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. Applicant certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
  - d. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
57. Will comply with requirements to acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
58. Will comply with requirements that publications or other exercise of copyright for any work first produced under federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works. The Recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of government sponsorship (including award number) to any work first produced under an award.
59. Will obtain, via Cal OES, the prior approval from DHS on any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
60. Will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
61. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. The Recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
62. Will comply with the requirements of the government-wide award term which implements § 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the Recipient or a subrecipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
63. Will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance; national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI,



Recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

64. Will comply with the requirements of 42 U.S.C. § 7401 *et seq.* and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
65. Will comply with the requirements of the federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.
66. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 *et seq.*, which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
67. Will comply with the requirements of § 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate state or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
68. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 *et seq.*), which provides that no federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
69. Will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of § 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
70. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective,

bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

71. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
- a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in § 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
  - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
  - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report subrecipient executive total compensation to Cal OES by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.
  - d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
    - i. the total federal funding authorized to date under this award is \$25,000 or more;
    - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
    - iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.
72. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

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

Signature of Authorized Agent:\_\_\_\_\_

Printed Name of Authorized Agent:\_\_\_\_\_

Title:\_\_\_\_\_ Date:\_\_\_\_\_

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE THE GRANT ASSURANCES  
FOR THE FISCAL YEAR 2013 STATE HOMELAND SECURITY GRANT  
PROGRAM TO RECEIVE REIMBURSABLE GRANT FUNDS FOR THE  
PURCHASE OF EQUIPMENT, TRAINING, EXERCISES, AND  
PLANNING FOR POLICE AND FIRE PERSONNEL

WHEREAS, the Fiscal Year 2013 Homeland Security Grant Program (“Grant Program”) consists of the State Homeland Security Program (“SHSP”), the Law Enforcement Terrorism Prevention Program (“LETPP”), and the Metropolitan Medical Response Systems (“MMRS”) and provides reimbursable grant funds to supplement the purchase of equipment, training, exercises, and planning for police and fire personnel; and

WHEREAS, the Grant Program is a reimbursable grant that requires jurisdictions to incur expenses prior to being reimbursed for expenditures by the San Diego County Office of Emergency Services; and

WHEREAS, the City of National City’s share of the grant funds for the purchase of equipment is \$44,565; and

WHEREAS, in order to receive these grant funds, the City of National City must submit Grant Assurances for the Homeland Security Grant Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the Grant Assurances from the Fiscal Year 2013 Homeland Security Grant Program to receive reimbursable grant funds for the purchase of equipment, training, exercises, and planning for police and fire personnel.

PASSED and ADOPTED this 4th day of February, 2014.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing a reimbursable grant in the amount of \$44,565 from the FY13 State Homeland Security Grant Program for the purchase of equipment for the Police and Fire Departments, and authorizing the establishment of an appropriation and corresponding revenue budget. (Fire)

**PREPARED BY:** |Walter Amedee|

**DEPARTMENT:** Fire

**PHONE:** |619-336-4556|

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

The FY13 State Homeland Security Grant Program was designed to supplement the purchase of equipment, training, exercises, and planning for police and fire personnel. The San Diego County Office of Emergency Services coordinates the requests for equipment, training, exercises, and planning. National City's portion of the grant totaled \$44,565 for equipment. The equipment funds will be divided evenly between the City's Police and Fire Department.

This grant program requires the City to incur expenses, and then apply for reimbursement. In order to be eligible for reimbursement, the Police and Fire Department must purchase and/or receive the items prior to the December 31, 2014 deadline. Staff recommends the utilization of \$44,565 of City funds for equipment for the Police and Fire Department, and to request reimbursement for such expenses from the San Diego County Office of Emergency Services.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** 282-411-943-355-0000 & 282-412-943-355-0000 **APPROVED:** \_\_\_\_\_ **MIS**

No negative impact; FY13 State Homeland Security Grant Program is a reimbursable grant that requires jurisdictions to incur expenses prior to being reimbursed for expenditures.

**ENVIRONMENTAL REVIEW:**

|

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

**STAFF RECOMMENDATION:**

Staff recommends the utilization of \$44,565 of City funds for the Police Department and Fire Department. Direct Staff to submit reimbursement forms to the San Diego County Office of Emergency Services.

**BOARD / COMMISSION RECOMMENDATION:**

|

**ATTACHMENTS:**

FY13 SHSG Approved Allocation  
Resolution

**FY 2013 STATE HOMELAND SECURITY PROGRAM GRANT (SHSPG)  
APPROVED ALLOCATION**

<b>JURISDICTION</b>	<b>FY2013 - APPROVED ALLOCATION</b>		
<b>CITIES</b>	<b>LE - 25% of FY13 Allocation</b>	<b>Non-LE</b>	<b>TOTAL</b>
CARLSBAD	16,271	54,791	71,062
CHULA VISTA	29,687	120,321	150,008
CORONADO	5,994	15,722	21,716
DEL MAR	-	6,939	6,939
EL CAJON	17,127	51,503	68,630
ENCINITAS	-	32,906	32,906
ESCONDIDO	21,409	78,828	100,237
IMPERIAL BEACH	-	17,305	17,305
LA MESA	9,563	31,958	41,521
LEMON GROVE	-	16,840	16,840
NATIONAL CITY	11,561	33,004	44,565
OCEANSIDE	28,830	83,298	112,128
POWAY	<b>DECLINED FY13</b>		-
SAN DIEGO	261,042	-	261,042
SAN MARCOS	-	51,168	51,168
SANTEE	-	32,375	32,375
SOLANA BEACH	-	11,012	11,012
VISTA	-	58,539	58,539
<b>TOTAL CITIES</b>	<b>401,484</b>	<b>696,509</b>	<b>1,097,993</b>
<b><u>FIRE DISTRICTS/OTHER</u></b>			
PORT OF SAN DIEGO	17,841	-	17,841
ALPINE	-	11,954	11,954
BONITA/SUNNYSIDE	-	11,152	11,152
BORREGO SPRINGS	-	6,726	6,726
DEER SPRINGS	-	10,567	10,567
ELFIN FOREST	<b>DECLINED FY13</b>		-
JULIAN/CUYAMACA	-	6,647	6,647
LAKESIDE	<b>DECLINED FY13</b>		-
NORTH COUNTY	-	28,321	28,321
RANCHO SANTA FE	-	19,427	19,427
SAN MIGUEL	-	61,607	61,607
VALLEY CENTER	-	12,737	12,737
<b>TOTAL FIRE DISTRICTS</b>	<b>17,841</b>	<b>169,138</b>	<b>186,979</b>
<b><u>COUNTY DEPTS</u></b>			
EMS	-	-	-
FIRE AUTHORITY	-	-	-
OES	-	1,365,558	1,365,558
SHERIFF	324,410	-	324,410
<b>TOTAL COUNTY DEPTS</b>	<b>324,410</b>	<b>1,365,558</b>	<b>1,689,968</b>
<b>HIRT TRUST FUND</b>	-	-	-
<b>TOTAL ALLOCATIONS</b>	<b>743,735</b>	<b>2,231,205</b>	<b>2,974,940</b>

**Notes:**

\***Personnel Cap:** Each jurisdiction's allocation has a personnel cap of 50%.

\***San Diego Sheriff includes:** Unincorporated San Diego County and the contracted cities of Del Mar, Encinitas, Imperial Beach, Lemon Grove, Poway, San Marcos, Santee, Solana Beach and Vista.

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE APPROPRIATION OF FUNDS AND ESTABLISHING  
A CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$44,565  
FOR THE REIMBURSABLE GRANT PURCHASE OF EQUIPMENT FOR  
THE POLICE AND FIRE DEPARTMENTS FROM THE FISCAL YEAR 2013  
STATE HOMELAND SECURITY GRANT PROGRAM

WHEREAS, the Fiscal Year 2013 Homeland Security Grant Program (“Grant Program”) consists of the State Homeland Security Program (“SHSP”), the Law Enforcement Terrorism Prevention Program (“LETPP”), and the Metropolitan Medical Response Systems (“MMRS”) and provides reimbursable grant funds to supplement the purchase of equipment, training, exercises, and planning for police and fire personnel; and

WHEREAS, the Grant Program is a reimbursable grant that requires jurisdictions to incur expenses prior to being reimbursed for expenditures by the San Diego County Office of Emergency Services; and

WHEREAS, the City of National City’s share of the grant funds for the purchase of equipment is \$44,565; and

WHEREAS, the Police and Fire Departments must purchase and/or receive the equipment prior to the deadline of December 31, 2014.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the appropriation of funds and a corresponding revenue budget in the amount of \$44,565 for the purchase of equipment for the Police and Fire Departments.

BE IT FURTHER RESOLVED that staff is directed to request reimbursement of Fiscal Year 2013 Homeland Security Grant Program funds in the amount of \$44,565 from the San Diego County Office of Emergency Services.

PASSED and ADOPTED this 4th day of February, 2014.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney



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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving the reallocation of \$70,000 in Community Development Block Grant (CDBG) funds to the FY 2013-2014 CDBG Project titled George H. Waters Nutrition Center Program to complete the installation of a walk-in refrigerator unit and repairs to the heating, ventilation, and air conditioning system.

**PREPARED BY:** Carlos Aguirre, Comm. Dev. Manager 

**DEPARTMENT:** Housing, Grants & Asset Management 

**PHONE:** (619) 336-4391

**EXPLANATION:**

**APPROVED BY:** 

The George H. Waters Nutrition Center was awarded \$75,000 in Community Development Block Grant (CDBG) funds in FY2013-14 to replace a walk-in refrigerator unit by the City Council. URS Corporation has proposed to manage the removal and installation of the walk-in refrigerator unit for the City of National City. However, URS estimates that the hard costs for removing and replacing the refrigerator, including renting a temporary refrigerator unit is \$80,000. Additional soft costs of \$18,720 will need to be budgeted for URS to manage the installation of the refrigerator unit. The Nutrition Center is also in need of heating, ventilation, and air conditioning (HVAC) system repairs. The repairs to the HVAC system will cost approximately \$35,000. URS has quoted the City \$11,256 to manage the HVAC system repairs. The additional appropriation of \$70,000 requested will help cover the total cost of installing the walk-in refrigerator unit and repairs to the HVAC system. The total cost of the project will be \$145,000. Funds for the additional appropriation are available for reallocation from remaining balances in the FY 2012-2013 CDBG Fair Housing Program (\$17,495.61) and from FY 2012-2013 CDBG Administrative Funds (\$52,504.39).

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.** 301-409-500-598-0000

**APPROVED:** \_\_\_\_\_ MIS

An additional \$70,000 will be appropriated in FY13-14 to account 301-409-500-598-0000 from remaining balances in prior year CDBG program allocations identified in the explanation above.

**ENVIRONMENTAL REVIEW:**

The project is considered exempt from NEPA environmental review.

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

Not applicable.

**ATTACHMENTS:**

None.



RESOLUTION NO. 2014 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE REALLOCATION OF \$70,000 IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO THE FY 2013-2014 CDBG PROJECT TITLED GEORGE H. WATERS NUTRITION CENTER PROGRAM TO COMPLETE THE INSTALLATION OF A WALK-IN REFRIGERATOR UNIT AND REPAIRS TO THE HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM

WHEREAS, on May 7, 2013 the City Council awarded \$75,000 in FY2013-14 Community Development Block Grant (CDBG) funds to the George H. Waters Nutrition Center to replace a walk-in refrigerator unit; and

WHEREAS, URS Corporation (URS) is a qualified engineering firm currently contracted by the City of National City to assist with engineering and capital improvement projects; and

WHEREAS, URS has proposed to manage the removal and installation of the walk-in refrigerator unit for the City of National City for the estimated total cost of \$98,720 for removing and replacing the refrigerator, including renting a temporary refrigerator unit and project management fees; and

WHEREAS, the Nutrition Center is also in need of heating, ventilation, and air conditioning (HVAC) system repairs that will cost approximately \$46,256; and

WHEREAS, the project requires an additional \$70,000 to help cover the total cost of installing the walk-in refrigerator unit and repairs to the HVAC system for a grand total cost of \$145,000; and

WHEREAS, a public hearing will not be required for the reallocation of funds per the adopted Public Participation Plan for CDBG and HOME since there is no substantial change to the scope of the funded activity as previously awarded by the City Council; and

WHEREAS, funds for the additional appropriation are available for reallocation from remaining balances in the FY 2012-2013 CDBG Fair Housing Program in the amount of \$17,495.61 and from FY 2012-2013 CDBG Administrative Funds in the amount of \$52,504.39.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the reallocation of CDBG funds and the increase in appropriation in the amount of \$70,000 to the FY 2013-2014 George H. Waters Nutrition Center Program project under account number 301-409-500-598-0000.

PASSED and ADOPTED this 4th day of February, 2014.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City adopting a Quality Assurance Program (QAP) that provides sampling and testing procedures to ensure that materials incorporated into construction projects are in conformance with the contract specifications and Caltrans requirements for federal-aid projects

**PREPARED BY:** Stephen Manganiello

**DEPARTMENT:** Engineering & Public Works

**PHONE:** 336-4382

**APPROVED BY:**



**EXPLANATION:**

Caltrans requires that all agencies receiving Federal-Aid funds through transportation grant programs adopt a Quality Assurance Program (QAP). Currently, the Engineering Division includes quality assurance procedures for materials sampling and testing as part of the contract specifications for individual capital improvement projects. The attached QAP summarizes these procedures and also includes forms and procedures established by Caltrans as part of their "Quality Assurance Program (QAP) Manual for Use by Local Agencies" to ensure compliance with the latest Federal and State requirements.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A)

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Quality Assurance Program

# QUALITY ASSURANCE PROGRAM (QAP) CITY OF NATIONAL CITY

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

## DEFINITION OF TERMS

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.
- QAP Manual – Quality Assurance Program Manual for local agencies which provides quality assurance guidelines for materials used in Federal Aid Projects.

## MATERIALS LABORATORY

The City of National City will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:
  - a. AASHTO Materials Reference Laboratory (AMRL)
  - b. Cement and Concrete Reference Laboratory (CCRL)
  - c. Caltrans' Reference Samples Program (RSP)
2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:
  - a. Caltrans District Materials Engineer

- b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
  - c. Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.
3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

### **ACCEPTANCE TESTING (AT)**

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the California Test (CT) Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment #1, Appendix D, “Acceptance Sampling and Testing Frequencies” of the QAP Manual.

### **INDEPENDENT ASSURANCE PROGRAM (IAP)**

IAP shall be provided by personnel from Caltrans, the Agency’s certified materials laboratory, or consultant’s certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be familiar with all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester’s results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

## **REPORTING ACCEPTANCE TESTING RESULTS**

The following are time periods for reporting material test results to the City:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Project Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Project Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
  - (1.) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Project Engineer within 72 hours after sampling.
  - (2.) Test results for “R” Value and asphalt concrete extraction should be submitted to the Project Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the agency staff, shall be done on an expedited basis such as by email, fax or telephone.

## **TESTING OF MANUFACTURED MATERIALS**

During the Design phase of the project, the Project Engineer may submit a “Source Inspection Request” see Attachment #2, Exhibit 16-V of the Local Assistance Procedure Manual (LAPM), to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Attachment #3, Appendix F of the QAP Manual. All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Attachment #4, Appendix J of the QAP Manual.

Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans’ Office of Materials Engineering and Testing Services. For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

## **PROJECT CERTIFICATION**

Upon completion of a Federal-aid project, a “Materials Certificate” shall be completed by the Project Engineer. The Agency shall include a “Materials Certificate” in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the “Materials Certificate” shall also be included in the Agency’s construction records. The Project Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the “Materials Certification”, including changes by virtue of contract change orders. See Attachment #5 for an example, Appendix K of the QAP Manual.

## **RECORDS**

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Project Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Appendix H of the QAP Manual, facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Project Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

Attachments #1 Acceptance Sampling and Testing Frequencies  
Attachments #2 Source Inspection Request, Exhibit 16-V of the LAPM  
Attachments #3 Appendix F of the QAP Manual  
Attachments #4 Appendix J of the QAP Manual  
Attachments #5 Appendix K of the QAP Manual

# Attachment #1

Acceptance Sampling and Testing Frequencies

## Appendix D - Acceptance Sampling and Testing Frequencies

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

### Portland Cement (Hydraulic Cement)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Cement/fly ash (Sampling only)	8-lb. sample	If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance.	ASTM D75, C494 CT 125 AASHTO T127, M85, M295	Standard for sampling hydraulic cement or fly ash.
Cement (Testing Only)	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTM C109 CT 515 AASHTO T106	If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic cement). Test for compressive strength.

### Portland Cement Concrete (Hydraulic Cement Concrete)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Hydraulic Cement Concrete (Sampling & Testing)	50-lb. sample	Take one aggregate sample for each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job.	ASTM D75 CT 125 AASHTO M6, T2, M80	Sample aggregate from belt or hopper (random basis).
Water (Sampling & Testing)	Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use.	If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%.	CT 405, CT 422, CT 417 AASHTO R23	If testing appears warranted, test for chlorides and sulfates.



## Appendix D (continued)

### Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description of Comments
Air Entraining Admixtures (Sampling & Testing)	Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, testing is not required. Take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C233 AASHTO M154, T157, C260	If testing appears warranted, test for sulfates and chlorides Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders (Sampling & Testing)	If liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, no testing is required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C494 AASHTO M194	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete (Sampling)	Approx. 150lb. (or 1 cu. ft.) near mixer discharge.	When tests are required, take at least one sample for each 500 to 1000 cu. yd. of PCC/HCC.	ASTM C172, C685 CT 539 AASHTO T141, M157	This describes a method to sample freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C143 AASHTO T119	This test determines the slump of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C360 CT 533	This test determines the ball penetration of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C231 CT 504 AASHTO T152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C138 CT 518 AASHTO T121	This test determines the unit weight of freshly mixed concrete.

## Appendix D (continued)

### Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Fabricate at least two concrete cylinders per project. Test for compressive strength at least once for each 500 to 1,000 cu. yd. of structural concrete.	ASTM C39 CT 521 AASHTO T22	This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed.
Freshly-Mixed Concrete (Testing)	Approximately 210 lb. of concrete are needed to fabricate three concrete beams.	One sample set for every 500 to 1,000 cu. yd. of concrete.	ASTM C78 CT 31 AASHTO T97 & T23	This test is used to determine the flexural strength of simple concrete beams in third-point loading

### Soils and Aggregates

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate (Sampling)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D75 CT 125 AASHTO T2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 208 AASHTO T84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases and aggregate bases.
Fine Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 207 AASHTO T84	This test determines the bulk specific gravity (SSD) and the absorption of material passing the No. 4 sieve.
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	CT 206	This test determines the cleanness of coarse aggregate.

## Appendix D (continued)

### Soils and Aggregates - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C127 CT 227 AASHTO T85	This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C136 CT 202 AASHTO T27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117 AASHTO T11	This test determines the gradation for materials finer than the No. 200 sieve (by washing method).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3744 CT 229 AASHTO T210	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2844 CT 301 AASHTO T190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2922 CT 231 AASHTO T238	This test determines field densities using the nuclear gage.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3017 CT 231 AASHTO T239	This test determines the water content using the nuclear gage.

## Appendix D (continued)

### Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder ( <b>Sampling</b> )	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	CT 125 ASTM D 979 AASHTO T 168, T48	This procedure describes the proper method to sample the asphalt binder.
Asphalt Binder ( <b>Testing</b> )	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	ASTM D92, D117 AASHTO T 48	This test determines the flash point of the asphalt binder (by Cleveland open cup).
Asphalt Binder ( <b>Testing</b> )	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2872 & D92 CT 346 AASHTO T240 &T48	This test determines the rolling thin-film oven test (RTFO).
Asphalt Binder ( <b>Testing</b> )	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2042 AASHTO T44	This test determines the solubility of asphalt material in trichloroethylene.
Asphalt Binder ( <b>Testing</b> )	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity, (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder ( <b>Testing</b> )	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D5 AASHTO T49	This test determines the penetration of bituminous material @ 77 degrees F and percentage of original penetration from the residue.
Asphalt Binder ( <b>Testing</b> )	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D113 AASHTO T51	This test determines the ductility of asphalt @ 77 degrees F.
Asphalt Binder ( <b>Testing</b> )	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2170 AASHTO T201	This test determines the kinematic viscosity of asphalt @275 degrees F (Centistoke).

## Appendix D (continued)

### Asphalt Binder - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity. (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D36 AASHTO T53	This test determines the softening point of asphalt.

### Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the sieve retention of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the weight per gallon of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the penetration of the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 CT 330 AASHTO T59	This test determines the residue @ 325 degrees F evaporation of emulsified asphalt.

## Appendix D (continued)

### Asphalt Emulsified - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D4402 AASHTO T201	This test determines the Brookfield viscosity.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D88 AASHTO T72	This test determines the Saybolt-Furol viscosity of emulsified asphalt @ 77 degrees F (seconds).

### Hot Mix Asphalt (Asphalt Concrete) – Concrete

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Sampling)	Obtain one 30-lb. sample each day of production	Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed.	ASTM D75, D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Take one 4" x 8" core for every 500 ft of paved roadway.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete (Testing)	Obtain one 30-lb. sample for each day of production	Obtain one sample for every five cores taken.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Obtain one sample for every five cores taken.	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous mixture dense-graded or non-absorptive.

## Appendix D (continued)

### Hot Mix Asphalt (Asphalt Concrete) –Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D1559 AASHTO T245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method.
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM C117, D2172 (use Method B) AASHTO T164	This test determines the screen analysis of aggregates recovered from asphalt materials.
Geotextile Fabric (Placed Under the Asphalt Concrete) (Testing)	One 12 ft. x 3 ft. sample	Obtain one sample per job.	ASTM D4632 AASHTO M288	This test determines the weight per sq. yd. and grabs strength of geotextile fabrics.
Asphalt Concrete (Testing)	Sample any test location (random basis)	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D2950 CT 375	This test determines the nuclear field density of in-place asphalt concrete.
Asphalt Concrete (Testing)	One 10-lb sample	Obtain one sample during every day of production.	ASTM D1560, D1561 CT 366 AASHTO T246, T247	This test determines the stability value of asphalt concrete.
Slurry Seals (Sample)	One 0.5 gal. sample in a clean, dry plastic container.	Obtain one sample per truck	ASTM D979 CT 125 AASHTO T 40, T168	This test describes the procedure for sampling the slurry seal.
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of aggregates.



## Appendix D (continued)

### Slurry Seals

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand.	ASTM C117 AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading).
Slurry Seals (Testing)	One 0.5 gal. sample in a clean, dry plastic container.	Test one sample per project and test for Abrasion.	ASTM D3910	This test determines the Wet Track Abrasion Test (2) (WTAT).

### Steel

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Steel Strand (Testing)	Sample strand at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used.	ASTM A370, A416, E328 AASHTO T244	This test determines the tensile strength of uncoated seven-wire stress-relieved strand for pre-stressed concrete.
Steel Rebar (Testing)	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used.	ASTM A615, A370 AASHTO T244	This test determines the steel reinforcement bar tensile strength and bend capability.



## Attachment #2

Source Inspection Request, Exhibit 16-V of the Local Assistance Procedure Manual (LAPM)

**SAMPLE COVER MEMO  
SOURCE INSPECTION REQUEST  
FROM LOCAL AGENCY TO  
CALTRANS' DISTRICT LOCAL ASSISTANCE ENGINEER  
(Prepared By Applicant On Applicant Letterhead)**

**To:** (name)  
Caltrans' District Local Assistance Engineer  
Caltrans' Local Assistance Office  
(district office address)

**Date:** \_\_\_\_\_

**Federal-aid Project Number:** (if one has been assigned) \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

**Subject:** (*Source Inspection for Project Name, County*)

We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above mentioned project. We understand we are responsible for paying for this service provided for by the State. Listed below are the materials for which we are requesting Caltrans' Source Inspection (reimbursed) services.

Materials that will require source inspection:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Justification for request: (Based on the requirements in Section 16.14 under "Source Inspection") \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Any question you might have about the above materials should be directed to: \_\_\_\_\_, at \_\_\_\_\_ (phone #) \_\_\_\_\_.

**Approved:**

\_\_\_\_\_  
(Applicant Representative Name)

\_\_\_\_\_  
District Local Assistance Engineer

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Local agency, name & address)

# Attachment #3

Appendix F of the QAP Manual



## Appendix F - Construction Materials Accepted by a Certificate of Compliance \*

Soil Amendment  
Fiber  
Mulch  
Stabilizing Emulsion  
Plastic Pipe  
Lime  
Reinforcing Steel  
Structural Timber and Lumber  
Treated Timber and Lumber  
Timber and Lumber  
Culvert and Drainage Pipe Joints  
Reinforced Concrete Pipe  
Corrugated Steel Pipe and Corrugated Steel Pipe Arches  
Structural Metal Plate Pipe Arches and Pipe Arches  
Perforated Steel Pipe  
Polyvinyl Chloride Pipe and Polyethylene Tubing  
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints  
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)  
Metal Target Plates  
Electrical Conductors  
Portland Cement  
Minor Concrete  
Waterstop

\* If Caltrans Standard Specifications May 2006 is part of contract specifications.

Note: Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.

**Attachment #4**  
Appendix J of the QAP Manual



## Appendix J.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**VENDOR'S CERTIFICATE OF COMPLIANCE**  
 MR-0543 (REV. 5/93) #CT-7541-6020-2

PRECAST CONCRETE PRODUCTS OR  SOUNDWALL  
 TO: BILL SYNDER

STATE HIGHWAY ENGINEER  
RESIDENT ENGINEER - CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:	
CEMENT BRAND <u>XYZ CEMENT CO.</u>	MILL LOCATION <u>MIDLAND, CALIFORNIA</u>
TYPE <u>II MODIFIED</u>	
CHEMICAL ADMIXTURE	
1. BRAND <u>ABC. ADMIXTURE</u>	MANUFACTURER <u>XYZ SUPPLIER</u>
TYPE <u>WATER REDUCER</u>	
2. BRAND	MANUFACTURER
TYPE	

CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED

MINERAL ADMIXTURE	
MANUFACTURER <u>POZZ. INC.</u>	CLASS <u>F</u>

CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED

DELIVERY DATE (Ready-Mix) <u>7/7/07</u>	DATES OF FABRICATION (Precast)
--	--------------------------------

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. (Show size and lin. ft. of pipe, etc., delivery slip numbers for ready-mix.)

Portland Cement  
Flyash  
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS <u>A. &amp; B. READY MIX</u>
By: AUTHORIZED REPRESENTATIVE SIGNATURE <u>Joe Anderson</u>

FM 93 1839

Original to Res. Engr. Retain Duplicate.

OSP 01 55624



## Appendix J.2 - Example of a Certificate of Compliance for Portland Cement (continued)

This is to certify that the

Portland Cement.

Supplied by ABC Cement Company complies with all requirements for Type II Portland Cement when tested in accordance with ASTM C - 494.

Local Agency Project No.

HP21L – 5055 – 111

*Albert Howakowa*

Quality Assurance Engineer  
ABC Cement Company

Date: 07/07/07.

# Attachment #5

Appendix K of the QAP Manual





**Appendix K - Examples of Materials Certificates/Exceptions  
 (Signed by the Resident Engineer at the Completion  
 of the Project)**

Federal-aid Project No.: Project HP21L – 5055 – 111

**Subject: Materials Certification**

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling  and testing were in conformity with the approved plans and specifications.

All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

Bill Sanders  
 Resident Engineer (Print Name)

*Bill Sanders*  
 Resident Engineer (Signature)

7/7/07  
 (Date)

**Note:** The signed original of this certificate is placed in the Resident Engineer’s project files and one copy is mailed to the DLAE and filed under “Report of Expenditures.”

**See the attachment (next page)**



## Appendix K (continued)

### Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction	Hot Mix Asphalt	12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

Bill Sanders  
 Resident Engineer (Print Name)

*Bill Sanders*  
 Resident Engineer (Signature)

July 4, 2007  
 Date

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
ADOPTING A QUALITY ASSURANCE PROGRAM THAT PROVIDES  
SAMPLING AND TESTING PROCEDURES TO ENSURE THAT  
MATERIALS INCORPORATED INTO CONSTRUCTION PROJECTS  
ARE IN CONFORMANCE WITH THE CONTRACT SPECIFICATIONS  
AND CALTRANS REQUIREMENTS FOR FEDERAL-AID PROJECTS

WHEREAS, Caltrans requires that all agencies receiving Federal-Aid funds through transportation grant programs adopt a Quality Assurance Program (“QAP”); and

WHEREAS, currently, the Engineering Division includes quality assurance procedures for materials sampling and testing as part of the contract specifications for individual capital improvement projects; and

WHEREAS, a QAP has been updated to expand upon the City’s current quality assurance procedures, and to incorporate the latest Federal and State requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby adopts a Quality Assurance Program that provides sampling and testing procedures to ensure that materials incorporated into construction projects are in conformance with the contract specifications and Caltrans requirements for Federal and State Requirements.

PASSED and ADOPTED this 4th day of February, 2014.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Warrant Register #25 for the period of 12/11/13 through 12/17/13 in the amount of \$1,620,610.73.  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**PHONE:** 619-336-4331

**APPROVED BY:** Mark Roberts

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 12/11/13 through 12/17/13.

In accordance with Finance Department policy, below is an explanation of all warrants above \$50,000.00.

<u>Vendor</u>	<u>Check</u>	<u>Amount</u>	<u>Explanation</u>
Dixieline Builders	310269	59,513.00	Home Rehab Prgm/1805 Prospect
EC Construction, Inc	310273	216,562.05	Aquatic Center Project
Harris & Associates	310288	78,210.00	ADA Enhancements
Kimley Horn & Assoc	310294	134,230.77	Public Works Relocation
Pal Engineering Inc	310314	101,475.82	8 <sup>th</sup> Street Smart Growth Project
Project Professionals	310325	105,527.05	Community Corridor Project
Public Emp Ret System	310327	297,446.45	Service Period 11/26/13-12/09/13
Stack Traffic Consulting	310345	78,625.00	Provide On-Call Services

**FINANCIAL STATEMENT:**

**APPROVED:** Mark Roberts Finance

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ MIS

Reimbursement total \$1,620,610.73.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Ratification of warrants in the amount of \$1,620,610.73.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #25



**WARRANT REGISTER # 25  
12/17/2013**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
3T EQUIPMENT COMPANY INC	LABOR, INSPECT & ESTIMATE REPAIRS	310236	12/17/13	650.00
ADDICTION MEDICINE	MEDICAL SERVICES	310237	12/17/13	980.00
ALDEMCO	FOOD / NUTRITION	310238	12/17/13	1,958.87
ALL FRESH PRODUCTS	FOOD FOR NUTRITION CENTER	310239	12/17/13	836.27
AT&T MCI	PHONE SERVICE / 10/13/13 - 11/12/13	310240	12/17/13	7,539.65
AT&T MOBILITY	WIRELESS SERVICE / 10/6/13 - 11/5/13	310241	12/17/13	4,820.46
AUSTIN DOORS	DOOR, ROLL-UP DOORS, GATES	310242	12/17/13	1,474.33
BARAWED, C	REIMBURSEMENT - UNIFORM PANTS	310243	12/17/13	183.58
BASILE CONSTRUCTION	REIMBURSEMENT CALTRANS	310244	12/17/13	3,500.00
BEST BEST & KRIEGER ATTNY LAW	PERSONNEL ISSUES	310245	12/17/13	9,286.75
BOOT WORLD	MOP 64096 WEARING APPAREL	310246	12/17/13	231.91
BUCKNAM INFRASTRUCTURE GRP INC	STREET SIGN INVENTORY	310247	12/17/13	1,370.00
BURKE WILLIAMS & SORENSEN LLP	NEGOTIATIONS - OCT 2013	310248	12/17/13	3,620.00
BURKE WILLIAMS & SORENSEN LLP	PROFESSIONAL SVCS - NEGOTIATIONS	310249	12/17/13	2,576.00
CALIFORNIA COMMERCIAL SECURITY	MOP 45754 R&M BUILDING	310250	12/17/13	135.50
CDWG	MICRO ANTIVIRUS RENEWAL	310251	12/17/13	7,324.00
CHILDREN'S HOSPITAL	SAFE ROUTES TO SCHOOL, CYCLE 3	310252	12/17/13	39,756.79
CHRISTENSEN & SPATH LLP	LEGAL SVCS REGARD S8 WRIT	310253	12/17/13	3,298.75
CINTAS DOCUMENT MANAGEMENT	MONTHLY SHREDDING OF (3) 65 GALLON	310254	12/17/13	92.95
CITY OF CHULA VISTA	ANIMAL SHELTER COSTS/OCT 2013/ POLICE	310255	12/17/13	27,974.94
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT - OCT 2013	310256	12/17/13	845.00
COUNTY OF SAN DIEGO	SHARE OF PC REVENUE - NOV 2013	310257	12/17/13	15,902.00
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / SEPT 2013	310258	12/17/13	1,795.95
COUNTY OF SAN DIEGO CLERK	1726 WILSON AVENUE	310259	12/17/13	50.00
COX COMMUNICATIONS	COMMUNICATIONS DATA	310260	12/17/13	79.70
COX COMMUNICATIONS	COMMUNICATIONS DATA	310261	12/17/13	105.22
CPP PRINTING	CERTIFICATE FOLDERS	310262	12/17/13	660.99
CULLIGAN OF SAN DIEGO	WATER SOFTENER	310263	12/17/13	10.00
DALLAS MIDWEST	70 STACK CHAIRS W/ARMS 3"	310264	12/17/13	5,276.14
DATASKILL, INC.	IBM WEBSHERE LICENSING	310265	12/17/13	5,180.00
DELTA DENTAL	DENTAL INS PREMIER DEC 2013	310266	12/17/13	13,492.62
DELTA DENTAL INSURANCE CO	PMI DENTAL INS - DEC 2013	310267	12/17/13	2,911.64
DELTA DENTAL INSURANCE CO	COBRA DENTAL INS - OCT 2013	310268	12/17/13	71.03
DIXIELINE BUILDERS	HOME REHAB PRGRM / 1805 PROSPECT STREET	310269	12/17/13	59,513.00
D-MAX ENGINEERING	WI-TOD SWPPP	310270	12/17/13	28,016.95
DOKKEN ENGINEERING	PLAZA BOULEVARD	310271	12/17/13	1,200.00
DREW FORD	R & M CITY VEHICLES	310272	12/17/13	628.04
EC CONSTRUCTORS, INC.	AQUATIC CENTER	310273	12/17/13	216,562.05
EDCO DISPOSAL CORPORATION	WASTE DISPOSAL SERVICES FOR SUCCESSOR	310274	12/17/13	110.23
ERGOGENESIS LLC	CHAIR MODEL #3607, COMFORTEK MIDNIGHT	310275	12/17/13	705.23
ESGIL CORPORATION	PLAN CHECK AND CONSULTANT SERVICES FOR	310276	12/17/13	726.25
EW TRUCK & EQUIPMENT CO. INC.	LABOR, REPAIR BRAKES, AIR COMPRESSOR	310277	12/17/13	2,308.42
EXPERIAN	CREDIT CHECKS FOR NEW POLICE	310278	12/17/13	30.40
EYE CLINIC FOR ANIMALS	CYCLOSPORINE/PREDNISOLONE	310279	12/17/13	180.00
FEDEX	TECHNICAL PERSONNEL CHGS	310280	12/17/13	39.89
FEDEX	SOO JONG KIM	310281	12/17/13	23.76
FERGUSON ENTERPRISES INC	MOP 45723 R&M BUILDING	310282	12/17/13	241.29
FIRST AMERICAN CORE LOGIC INC	METROSCAN ONLINE SUBSCRIPTION	310283	12/17/13	7,900.00
GARDNER & ASSOCIATES	JUNIOR POLICE BADGE, STICKER	310284	12/17/13	700.35
GIEDD, T	HEALTH INS DEDUCTION FOR DEC 2013	310285	12/17/13	734.63



**WARRANT REGISTER # 25**

**12/17/2013**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
HARD COPY	LIABILITY CLAIM COSTS	310286	12/17/13	168.03
HARRIS & ASSOC CORP	DEPOSIT #90016 - 926 E 22ND ST	310287	12/17/13	3,910.00
HARRIS & ASSOCIATES INC	ADA ENHANCEMENTS, HIGHLAND AVENUE	310288	12/17/13	78,210.00
HONEYWELL INTERNATIONAL INC	LABOR, HEATING PROBLEMS CONSUMABLES	310289	12/17/13	501.70
JERAULDS CAR CARE CENTER	MOP 72449 R&M AUTO EQUIPMENT	310290	12/17/13	511.23
KAISER FOUNDATION HEALTH PLANS	RETIREEES INS DEC - 2013	310291	12/17/13	21,523.01
KAISER FOUNDATION HEALTH PLANS	RETIREEES INS DEC - 2013	310292	12/17/13	8,249.22
KAISER FOUNDATION HEALTH PLANS	RETIREEES INS COBRA OCT 2013	310293	12/17/13	919.72
KIMLEY HORN AND ASSOC INC	PUBLIC WORKS RELOCATION	310294	12/17/13	134,230.77
KONICA MINOLTA	COPIER EQUIPMENT LEASE / SEPT 2013	310295	12/17/13	8,094.46
L N CURTIS & SONS	REPAIR FOR MAKO COMPRESSOR	310296	12/17/13	718.53
LANGUAGE LINE SERVICES	FOR LANGUAGE LINE INTERPRETATION	310297	12/17/13	44.73
LASER SAVER INC	MOP 45725 MATERIALS & SUPPLIES	310298	12/17/13	453.93
LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES 2014	310299	12/17/13	18,091.70
MAN K-9 INC.	HANDLER COURSE IN PATROL WORK / PD	310300	12/17/13	5,100.00
MARLO'S AUTO SPECIALTIES	LABOR & MATERIALS, REPAIRS VEHICLE 103	310301	12/17/13	2,421.25
MASON'S SAW &	MOP 45729 MATERIALS & SUPPLIES	310302	12/17/13	119.40
MAYER REPROGRAPHICS	AQUATIC CENTER	310303	12/17/13	134.19
METRO AUTO PARTS DISTRIBUTOR	MOP 75943 AUTO PARTS	310304	12/17/13	34.51
MEYERS NAVE	PROFESSIONAL SERVICES RENDERED	310305	12/17/13	2,991.09
MOSHAIL SALEM KAMEL	DEPOSIT #90025 - 421 NC BLVD	310306	12/17/13	3,800.00
NATIONAL CITY CHAMBER OF	CITY ENHANCEMENT OCT - DEC 2013	310307	12/17/13	16,250.00
NATIONAL CITY CHAMBER OF	BUSINESS LEADER SPONSOR	310308	12/17/13	3,500.00
NICE & EASY AUTOBODY & PAINT	REMOVE 7 DECALS FROM BATT VEHICLE	310309	12/17/13	420.00
NINYO & MOORE	SOIL TESTING, 8TH ST. IMPROVEMENTS	310310	12/17/13	4,195.75
ORKIN PEST CONTROL	PEST MAINTENANCE	310311	12/17/13	375.73
PACIFIC TELEMAGEMENT SERVICE	PACIFIC TELEMAGEMENT PAYPHONE	310312	12/17/13	228.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES	310313	12/17/13	89.65
PAL GENERAL ENGINEERING INC	8TH ST. SMART GROWTH PROJECT	310314	12/17/13	101,475.82
PENNY SAVER	ADVERTISEMENT - 2013 STATE OF THE CITY	310315	12/17/13	470.90
PENNY SAVER	ADVERTISEMENT - 2013 STATE OF THE CITY	310316	12/17/13	470.87
PENNY SAVER	ADVERTISEMENT - 2013 STATE OF THE CITY	310317	12/17/13	442.46
PERRY FORD	LABOR, DIAGNOSE, REPLACE FUEL INJECTOR	310318	12/17/13	4,164.50
POLICE EXECUTIVE	MEMBERSHIP - POLICE RESEARCH FORUM	310319	12/17/13	160.00
PORAC LEGAL DEFENSE FUND	DEFENSE FUND FOR RESERVE POLICE	310320	12/17/13	120.00
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO PARTS	310321	12/17/13	47.24
PREPAID LEGAL SERVICES	PREPAID LEGAL	310322	12/17/13	15.95
PRO BUILD	MOP 45707 PLUMBING MATERIAL	310323	12/17/13	1,261.71
PRO-EDGE KNIFE	KNIFE SHARPENING SERVICES	310324	12/17/13	46.00
PROJECT PROFESSIONALS CORP	COMMUNITY CORRIDOR PROJECT	310325	12/17/13	105,527.05
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICE	310326	12/17/13	307.63
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 11/26/13 - 12/09/13	310327	12/17/13	297,446.45
RAMONA PAVING AND	8TH STREET SAFETY ENHANCEMENT PROJECT	310328	12/17/13	31,112.50
RAUCH DETISCH & STEINKE	PLAZA BLVD WIDENING PROJECT	310329	12/17/13	195.23
RBF CONSULTING	8TH ST. SAFETY ENHANCEMENTS	310330	12/17/13	6,036.23
RDO EQUIPMENT CO	LABLOR, REPLACE KNIFES/ADJUSTBED KNIFE	310331	12/17/13	467.85
RELIABLE TIRE CO	37 PASSENGER @ \$1.50 EA / PW	310332	12/17/13	70.50
RON BAKER CHEVROLET	MOP 45751 R&M AUTO EQUIPMENT	310333	12/17/13	204.16
SAINZ, L	REIMBURSEMENT: TOLL CHARGE	310334	12/17/13	69.00
SAN DIEGO DAILY TRANSCRIPT	ADVERTISING - SPEC #12-15	310335	12/17/13	936.40





**WARRANT REGISTER # 25**  
**12/17/2013**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SAN DIEGO PET & LAB SUPPLY	MOP 45753 K9 FOOD	310336	12/17/13	1,395.90
SDG&E	SERVICE 10/17/13 - 11/15/13	310337	12/17/13	175.00
SEAPORT MEAT COMPANY	FOOD / NUTRITION	310338	12/17/13	481.27
SMART & FINAL	MOP 45756 MISC SUPPLIES - FIRE	310339	12/17/13	200.74
SMART SOURCE OF CA LLC	MOP 63845 BUSINESS CARD IMPRINTS	310340	12/17/13	63.22
SOUTH BAY FENCE INC.	FENCE INSTALLATION & REPAIRS	310341	12/17/13	301.20
SOUTH COAST EMERGENCY	LATCH ASSEMBLY, BYPASS LH	310342	12/17/13	312.41
SOUTHWEST SIGNAL SERVICE	TRAFFIC SIGNAL & STREET LIGHTING	310343	12/17/13	10,704.08
SPARKLETTS	WATER / NUTRITION	310344	12/17/13	27.90
STACK TRAFFIC CONSULTING INC	PROVIDE ON-CALL	310345	12/17/13	78,625.00
STACK TRAFFIC CONSULTING INC	DEPOSIT #1691 - 8TH ST BLUELINE	310346	12/17/13	2,062.50
STACK TRAFFIC CONSULTING INC	DEPOSIT #1808 - PLAZA BONITA BIKE PATH	310347	12/17/13	1,687.50
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PD	310348	12/17/13	1,054.92
STAPLES ADVANTAGE	MOP 45704. OFFICE SUPPLIES / FIN	310349	12/17/13	14.37
STARTECH COMPUTERS	MOP 61744 MISC SUPPLIES - MIS	310350	12/17/13	577.06
SWEETWATER AUTHORITY	STREET WATER	310351	12/17/13	326.35
SWRCB	APPLICATION FEE FOR ENV COMPLIANCE	310352	12/17/13	1,481.00
SYSCO SAN DIEGO	FOOD & CONSUMABLES	310353	12/17/13	6,980.01
THE CENTRE FOR ORGANIZATION	EMPLOYEE SURVEY	310354	12/17/13	11,200.00
THE CENTRE FOR ORGANIZATION	PREP FACILITATION, EXECS	310355	12/17/13	4,000.00
THE LEW EDWARDS GROUP	STATEGIC ANALYSIS	310356	12/17/13	4,285.71
THE STAR NEWS	ADVERTISING H & M GOODIES AUCTION	310357	12/17/13	56.38
TIERRA WEST ADVISORS INC	PROFESSIONAL SERVICES	310358	12/17/13	243.75
TIM POPPE	REFUND - SEWER CHGS	310359	12/17/13	1,545.12
TRACY MILLET TRUSTEE	DEPOSIT #1748 - 2401 PLAZA BLVD	310360	12/17/13	2,270.18
T'S & SIGNS	DIGITAL MAGNETIC 5 X7 CALENDARS	310361	12/17/13	599.50
TURNER'S PORTABLE WELDING	LABOR, REPAIRS TO SWEEPER	310362	12/17/13	1,995.00
U S BANK	CREDIT CARD EXP - HR	310363	12/17/13	1,957.70
U S HEALTHWORKS	MEDICAL SERVICES	310364	12/17/13	600.00
UNION TRIBUNE	LEGAL NOTICES ADVERTISING	310365	12/17/13	1,316.34
UNITED PARCEL SERVICE	UPS SHIPMENT	310366	12/17/13	1.09
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 PLUMBING MATERIAL	310367	12/17/13	49.82
VALLEY POWER SYSTEMS INC	LABOR REPAIR FAULTY CAC HOSE	310368	12/17/13	1,296.73
VCA EMERGENCY ANIMAL HOSPITAL	EMERGENCY VET VIST FOR K9 MARKO	310369	12/17/13	1,309.62
VCA MAIN ST ANIMAL HOSPITAL	K9 VET CARE / POLICE	310370	12/17/13	954.80
VERIZON WIRELESS	CELL SERVICE 10/22/13 - 11/21/13	310371	12/17/13	7,003.06
W W GRAINGER	MOP 65179 ELECTRICAL MATERIAL	310372	12/17/13	88.40
WALMART	GIFT CARDS FOR STUDENT WINNERS - CALENDARS	310373	12/17/13	500.00
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	310374	12/17/13	2,345.04
WEST PAYMENT CENTER	CLEAR INVESTIGATIVE DATABASES / PD	310375	12/17/13	455.11
WESTFLEX INDUSTRIAL	MOP 63850 AUTO PARTS	310376	12/17/13	307.04
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISC SUPPLIES - MIS	310377	12/17/13	234.97
ZUMAR INDUSTRIES	SPECIAL SIGNS	310378	12/17/13	492.79
EQUIFAX INFORMATION SVCS	S8 FEES FOR EQUIFAX SVC / DEC 2013	310379	12/17/13	155.10
KIMLEY HORN AND ASSOC INC	HIGHLAND AVENUE RFA	310380	12/17/13	13,551.02
KOCH ARMSTRONG GENERAL ENGR	RETENTION TO DATE	310381	12/17/13	35,996.99
PROJECT PROFESSIONALS CORP	PD EVIDENCE ROOM EXPANSION	310382	12/17/13	17,982.00

A/P Total

1,569,210.27



**WARRANT REGISTER # 25**  
**12/17/2013**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WIRED PAYMENTS TRISTAR RISK MANAGEMENT	NOV 2013 WC REPLENISHMENT	177653	12/11/13	43,055.43
SECTION 8 HAPS PAYMENTS	Start Date 12/11/2013	End Date 12/17/2013		8,345.03
	<b>GRAND TOTAL</b>			<b><u>\$ 1,620,610.73</u></b>



**Certification**

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

  
\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

**FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
LUIS NATIVIDAD, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 4<sup>th</sup> OF FEBRUARY, 2014.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Warrant Register #26 for the period of 12/18/13 through 12/24/13 in the amount of \$1,845,689.77.  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**PHONE:** 619-336-4331

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 12/18/13 through 12/24/13.

In accordance with Finance Department policy, below is an explanation of all warrants above \$50,000.00.

<u>Vendor</u>	<u>Check</u>	<u>Amount</u>	<u>Explanation</u>
None			
Wire(s):			
<u>Vendor</u>	<u>Wire #</u>	<u>Amount</u>	<u>Explanation</u>
Paradise Creek	193326	1,000,000.00	Pre-development Draw Req 6

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ MIS

Reimbursement total \$1,845,689.77.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Ratification of warrants in the amount of \$1,845,689.77.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #26



**WARRANT REGISTER #26  
12/24/2013**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
			A/P Total	0.00
<b>WIRED PAYMENTS</b>				
PARADISE CREEK	PRE-DEVELOPMENT DRAW REQUEST #9	193326	12/19/13	1,000,000.00
	<b>Start Date</b>	<b>End Date</b>		
<b>SECTION 8 HAPS PAYMENTS</b>	12/18/2013	12/24/2013		6,445.60
<b>PAYROLL</b>				
<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
26	11/26/2013	12/9/2013	12/18/2013	839,244.17
			<b>GRAND TOTAL</b>	<b><u>\$ 1,845,689.77</u></b>

**Certification**

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

  
\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

**FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
LUIS NATIVIDAD, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 4<sup>th</sup> OF FEBRUARY, 2014.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Warrant Register #28 for the period of 1/1/14 through 1/7/14 in the amount of \$2,316,202.41.  
(Finance)

**PREPARED BY:** K. Apalategui

**DEPARTMENT:** Finance

**PHONE:** 619-336-4331

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 1/1/14 through 1/7/14.

In accordance with Finance Department policy, below is an explanation of all warrants above \$50,000.00.

<u>Vendor</u>	<u>Check</u>	<u>Amount</u>	<u>Explanation</u>
Health Net Inc	310423	57,251.19	Insurance R1192A / Jan 2014
Kaiser Foundation	310431	164,441.79	Active Insurance / Jan 2014
Public Emp Ret System	310462	299,240.78	Service Period 12/10/13-12/23/13
Sweetwater High Sch Dist	310481	71,188.34	CDBG Program Reimbursement

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ MIS

Reimbursement total \$2,316,202.41.

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Ratification of warrants in the amount of \$2,316,202.41.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Warrant Register #28



## WARRANT REGISTER #28

1/7/2014

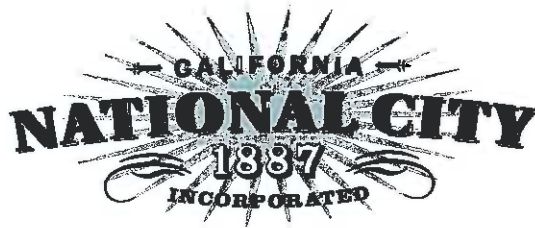
<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
A REASON TO SURVIVE	BIKE PARKING	310383	1/7/14	3,705.90
ACEDO, I	RETIREE HEALTH BENEFITS / JAN 2014	310384	1/7/14	160.00
ALDEMCO	FOOD CONSUMABLES AND NON CONSUMABLES	310385	1/7/14	1,687.65
ALL FRESH PRODUCTS	FOOD FOR NUTRITION CENTER	310386	1/7/14	1,022.75
ALLEN, R	RETIREE HEALTH BENEFITS / JAN 2014	310387	1/7/14	125.00
ANDERSON, E	RETIREE HEALTH BENEFITS / JAN 2014	310388	1/7/14	110.00
ARI FLEET L T LSR	REFUND DUPLICATE CITATION PAYMENT	310389	1/7/14	35.00
AT&T MCI	SBC/ATT PHONE SERVICE	310390	1/7/14	368.63
BEARD, P	RETIREE HEALTH BENEFITS / JAN 2014	310391	1/7/14	70.00
BECK, L	RETIREE HEALTH BENEFITS / JAN 2014	310392	1/7/14	140.00
BEST BEST & KRIEGER ATTN Y LAW	REGIONAL PERMIT PETITION	310393	1/7/14	142.50
BISHOP, R	RETIREE HEALTH BENEFITS / JAN 2014	310394	1/7/14	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS / JAN 2014	310395	1/7/14	260.00
BOYD, P	RETIREE HEALTH BENEFITS / JAN 2014	310396	1/7/14	145.00
BOYS & GIRLS CLUB	ANNUAL DINNER	310397	1/7/14	50.00
CALNENA	TUITION: CAL-NENA CONFERENCE	310398	1/7/14	950.00
CEB	EFFECTIVE INTRO OF EVIDENCE IN CA	310399	1/7/14	146.11
CONDON, D	RETIREE HEALTH BENEFITS / JAN 2014	310400	1/7/14	280.00
CORDERO, E	SUBSISTENCE - SHERMAN BLOCK LEADERSHIP	310401	1/7/14	468.00
CORDERO, E	SUBSISTENCE - SHERMAN BLOCK LEADERSHIP	310402	1/7/14	468.00
CORPUZ, T	RETIREE HEALTH BENEFITS / JAN 2014	310403	1/7/14	140.00
COUNTY OF SAN DIEGO	RCS SYSTEM MAINTENANCE	310404	1/7/14	15,052.00
COUNTY OF SAN DIEGO	PROPERTY TAXES FOR CITY PROPERTY	310405	1/7/14	57.12
DANESHFAR, Z	RETIREE HEALTH BENEFITS / JAN 2014	310406	1/7/14	250.00
DESROCHERS, P	RETIREE HEALTH BENEFITS / JAN 2014	310407	1/7/14	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS / JAN 2014	310408	1/7/14	70.00
DIAMOND ENVIRONMENTAL SVCS	50 GAL FRESH WATER	310409	1/7/14	603.60
DOOLEY ENTERPRISES	FMJ-REDUCED LEAD	310410	1/7/14	22,092.90
DREDGE, J	RETIREE HEALTH BENEFITS / JAN 2014	310411	1/7/14	250.00
EISER III, G	RETIREE HEALTH BENEFITS / JAN 2014	310412	1/7/14	250.00
EMERGENCY EQPT ENGINEERING	LEATHER GEAR / POLICE	310413	1/7/14	368.99
FABINSKI, D	RETIREE HEALTH BENEFITS / JAN 2014	310414	1/7/14	220.00
GELSKEY, K	RETIREE HEALTH BENEFITS / JAN 2014	310415	1/7/14	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS / JAN 2014	310416	1/7/14	120.00
GORMSEN APPLIANCE CO	CITY-WIDE APPLIANCE PURCHASES, REPAIRS	310417	1/7/14	663.92
GRANICUS INC	GRANICUS WEBCASTING - DEC 2013	310418	1/7/14	1,477.35
GTC SYSTEMS INC	GTC SYSTEMS NETWORK SUPPORT	310419	1/7/14	1,267.50
GUNDERT, M	RETIREE HEALTH BENEFITS / JAN 2014	310420	1/7/14	350.00
HANSON, E	RETIREE HEALTH BENEFITS / JAN 2014	310421	1/7/14	135.00
HAUG, S	RETIREE HEALTH BENEFITS / JAN 2014	310422	1/7/14	120.00
HEALTH NET INC	HEALTHNET INS / R1192A / JAN 2014	310423	1/7/14	57,251.19
HODGES, B	RETIREE HEALTH BENEFITS / JAN 2014	310424	1/7/14	200.00
HONDO, E	RETIREE HEALTH BENEFITS / JAN 2014	310425	1/7/14	110.00
IMAGE ONE MARKETING GROUP INC	WELLNESS PROGRAM	310426	1/7/14	74.93
INTER'L INST OF MNCPL CLERK	MEMBERSHIP FEES	310427	1/7/14	200.00
IRON MOUNTAIN	RECORDS MGMNT/DOCUMENT STORAGE	310428	1/7/14	148.00
JAMES, R	RETIREE HEALTH BENEFITS / JAN 2014	310429	1/7/14	140.00
JUNIEL, R	RETIREE HEALTH BENEFITS / JAN 2014	310430	1/7/14	50.00
KAISER FOUNDATION HEALTH PLANS	ACTIVE INS / GRP 104220-0002 / JAN 2014	310431	1/7/14	164,441.79
KAISER FOUNDATION HEALTH PLANS	H S A INS / GRP 104220-0005 / JAN 2014	310432	1/7/14	2,476.01



## WARRANT REGISTER #28

1/7/2014

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KIMBLE, R	RETIREE HEALTH BENEFITS / JAN 2014	310433	1/7/14	300.00
KONICA MINOLTA	COPIER EQUIPT LEASE - OCT 2013	310434	1/7/14	15,219.84
LANDA, A	RETIREE HEALTH BENEFITS / JAN 2014	310435	1/7/14	155.00
LIMFUECO, M	RETIREE HEALTH BENEFITS / JAN 2014	310436	1/7/14	160.00
LOPEZ, T	TRANSLATION SERVICES	310437	1/7/14	210.00
MALDONADO, J	RETIREE HEALTH BENEFITS / JAN 2014	310438	1/7/14	130.00
MAN K-9 INC.	K9 MAINTENANCE TRAINING-NOV 2013	310439	1/7/14	800.00
MATIENZO, M	RETIREE HEALTH BENEFITS / JAN 2014	310440	1/7/14	100.00
MAZZARELLA LORENZANA LLP	LEGAL SERVICES TO PURSUE INDEMNITY	310441	1/7/14	1,155.00
MC CABE, T	RETIREE HEALTH BENEFITS / JAN 2014	310442	1/7/14	280.00
MEDINA, R	RETIREE HEALTH BENEFITS / JAN 2014	310443	1/7/14	105.00
MURRAY, J	RETIREE HEALTH BENEFITS / JAN 2014	310444	1/7/14	150.00
MYERS, B	RETIREE HEALTH BENEFITS / JAN 2014	310445	1/7/14	140.00
NOSAL, W	RETIREMENT SETTLEMENT / JAN 2014	310446	1/7/14	1,176.44
NOTEWARE, D	RETIREE HEALTH BENEFITS / JAN 2014	310447	1/7/14	120.00
OCHOA, I	RETIREE HEALTH BENEFITS / JAN 2014	310448	1/7/14	125.00
OPPER & VARCO LLP	LEGAL SERVICES - ED VILLAGE/GENERAL	310449	1/7/14	130.00
ORIENTAL TRADING CO INC	ELVES W/VELCRO ARMS/XMAS STICKERS	310450	1/7/14	186.24
PACIFIC AUTO REPAIR	SMOG CERTIFICATION & REPAIRS	310451	1/7/14	110.00
PAPA	MEMBERSHIP FEES - 2014	310452	1/7/14	135.00
PAUU JR, P	RETIREE HEALTH BENEFITS / JAN 2014	310453	1/7/14	340.00
PEACE OFFICERS RESEARCH	PORAC / POLICE	310454	1/7/14	80.00
PEASE JR, D	RETIREE HEALTH BENEFITS / JAN 2014	310455	1/7/14	140.00
PEPPERBALL	LAUNCHER - TACTICAL TX KIT	310456	1/7/14	6,930.00
PETERS, S	RETIREE HEALTH BENEFITS / JAN 2014	310457	1/7/14	290.00
POST, R	RETIREE HEALTH BENEFITS / JAN 2014	310458	1/7/14	280.00
POTTER, C	RETIREE HEALTH BENEFITS / JAN 2014	310459	1/7/14	150.00
PRO BUILD	MOP 45707 MISC SUPPLIES - NSD	310460	1/7/14	120.84
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY - NSD	310461	1/7/14	14.44
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 12/10/13 - 12/23/13	310462	1/7/14	299,240.78
RAY, S	RETIREE HEALTH BENEFITS / JAN 2014	310463	1/7/14	190.00
ROARK, L	RETIREE HEALTH BENEFITS / JAN 2014	310464	1/7/14	135.00
ROE, V	RETIREE HEALTH BENEFITS / JAN 2014	310465	1/7/14	120.00
RUIZ, J	RETIREE HEALTH BENEFITS / JAN 2014	310466	1/7/14	310.00
S D COUNTY SHERIFF'S DEPT	SHERIFF'S RANGE USE	310467	1/7/14	500.00
SAN DIEGO REGIONAL	TUITION: RECORDS CLERK COURSE	310468	1/7/14	525.00
SAN DIEGO REGIONAL	REGISTRATION CANCELLATION FEE	310469	1/7/14	50.00
SEAPORT MEAT COMPANY	FOOD / FOR NUTRITION	310470	1/7/14	1,722.30
SERVATIUS, J	RETIREE HEALTH BENEFITS / JAN 2014	310471	1/7/14	340.00
SHORT, C	RETIREE HEALTH BENEFITS / JAN 2014	310472	1/7/14	300.00
SMART & FINAL	MOP 45756 MISC SUPPLIES - PD	310473	1/7/14	55.79
SMITH, J	RETIREE HEALTH BENEFITS / JAN 2014	310474	1/7/14	320.00
STACK TRAFFIC CONSULTING INC	DEPOSIT #1691 - TROLLEY STATIONS	310475	1/7/14	2,250.00
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES - SA	310476	1/7/14	73.02
STARTECH COMPUTERS	MOP 61744 MISC SUPPLIES - MIS	310477	1/7/14	492.46
STRASEN, W	RETIREE HEALTH BENEFITS / JAN 2014	310478	1/7/14	135.00
SWEETWATER AUTHORITY	FACILITIES WATER	310479	1/7/14	20,537.26
SWEETWATER AUTHORITY	WATER UTILITIES	310480	1/7/14	43.60
SWEETWATER UNION HIGH SCH DIST	CDBG PROGRAM EXPENSE REIMBURSEMENT	310481	1/7/14	71,188.34
SYSCO SAN DIEGO	FOOD & CONSUMABLES FOR NUTRITION CENTER	310482	1/7/14	4,805.02



**WARRANT REGISTER #28  
1/7/2014**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS / JAN 2014	310483	1/7/14	8,275.16
THE STATE BAR OF CALIFORNIA	MEMBERSHIP DUES - CLAUDIA SILVA	310484	1/7/14	490.00
THE STATE BAR OF CALIFORNIA	MEMBERSHIP DUES - JENNIFER KNIGHT	310485	1/7/14	490.00
THE STATE BAR OF CALIFORNIA	MEMBERSHIP DUES - ELISA CUSATO	310486	1/7/14	415.00
TIERRA WEST ADVISORS INC	PROFESSIONAL SERVICES / AUG 2013	310487	1/7/14	4,680.00
TIPTON, B	RETIREE HEALTH BENEFITS / JAN 2014	310488	1/7/14	250.00
TRIVIZ, R	RETIREE HEALTH BENEFITS / JAN 2014	310489	1/7/14	135.00
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT CHARGES	310490	1/7/14	153.00
UNION TRIBUNE PUB CO	PUBLIC NOTICING FOR PLANNING COMMISSION	310491	1/7/14	894.00
URIAS, N	RETIREE HEALTH BENEFITS / JAN 2014	310492	1/7/14	125.00
US BANK PARS 6746022500	PARS DEFINED BENEFITS / J. SMITH	310493	1/7/14	12,732.67
USA MOBILITY WIRELESS INC	METROCALL PAGER SERVICE	310494	1/7/14	786.89
ZIETLOW, D	RETIREE HEALTH BENEFITS / JAN 2014	310495	1/7/14	150.00

**A/P Total 741,392.93**

	<u>Start Date</u>	<u>End Date</u>	
<b>SECTION 8 HAPS PAYMENTS</b>	1/1/2014	1/7/2014	<b>708,984.72</b>

<u>PAYROLL</u>	<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	
	1	12/10/2013	12/23/2013	1/1/2014	<b>865,824.76</b>

**GRAND TOTAL \$ 2,316,202.41**



**Certification**

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

  
\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

**FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
LUIS NATIVIDAD, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 4<sup>th</sup> OF FEBRUARY, 2014.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Resolution of the City Council of National City approving a Conditional Use Permit for alcohol sales at Redbird Market located at 2035 Highland Avenue. (Applicant: Laith Arabo) (Case File 2013-18 CUP)

**PREPARED BY:**  Martin Reeder, AICP

**DEPARTMENT:** Planning

**PHONE:** 336-4313

**APPROVED BY:** 

**EXPLANATION:**

The City Council conducted a public hearing on this item at the January 21, 2014 City Council meeting. Condition No. 20 was amended to limit alcohol sales to between 10 a.m. and 10 p.m. Sunday to Friday, and between 10 a.m. and 11 p.m. on Saturday. An additional condition was added requiring staff to report back to Council twelve months from the date of approval on compliance with conditions of approval (No. 27). The attached resolution is needed to take action on the item.

**FINANCIAL STATEMENT:**

ACCOUNT NO. \_\_\_\_\_

**APPROVED:** \_\_\_\_\_ Finance

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

Not a project under CEQA

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Resolution

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING A CONDITIONAL USE PERMIT FOR ALCOHOL SALES  
AT REDBIRD MARKET LOCATED AT 2035 HIGHLAND AVENUE  
APPLICANT: LAITH ARABO.  
CASE FILE NO. 2013-18 CUP  
APN: 561-271-04

WHEREAS, the City Council of the City of National City considered a Conditional Use Permit for alcohol sales at Redbird Market located at 2035 Highland Avenue at a duly advertised public hearing held on January 21, 2014, at which time the City Council considered evidence; and

WHEREAS, at said public hearing the City Council considered the staff report provided for Case File No. 2013-18 CUP, which is maintained by the City and incorporated herein by reference, along with any other evidence presented at said hearing; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the evidence presented to the City Council at the public hearing held on January 21, 2014, support the following findings:

1. That the site for the proposed use is adequate in size and shape, since the proposed use is an accessory use to an existing grocery market in an existing commercial area, and since the sale of liquor is not expected to increase the demand for parking on the property.
2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, since Highland Avenue is classified as an arterial street in the Circulation Element, and the addition of alcohol sales is expected to result in minimal increased traffic.
3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, since the proposed use will be compatible with other nearby businesses, and the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.
4. That the proposed use is deemed essential and desirable to the public convenience and welfare, since it will contribute to the viability of a grocery store, an established and allowed use in the applicable mixed-use zone.
5. That public convenience and necessity may be served by a proposed use of the property for the retail sales of distilled spirits pursuant to law.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

### General

1. This Conditional Use Permit authorizes the sale of beer, wine, and distilled spirits at Redbird Market located at 2035 Highland Avenue. Plans submitted for permits associated with this project shall conform with Exhibits "A", Case File No. 2013-18 CUP, dated September 24, 2013.
2. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees to the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.
3. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval, unless extended according to procedures specified in Section 18.116.190 of the Municipal Code.
4. This permit shall expire if the use authorized by this Resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This Conditional Use Permit may be revoked if the operator is found to be in violation of Conditions of Approval.
6. Before this Conditional Use Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney, and signed by the Executive Director prior to recordation.

### Planning

7. The sale of beer or malt beverages in quantities of quarts, 22-ounce, 32-ounce, 40-ounce, or similar size containers is prohibited.
8. No beer products shall be sold less than manufacturer's pre-packaged three-pack quantities of 24-ounce cans per sale. There shall be no sale of single cans or bottles.
9. No sale of wine or distilled spirits shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.

10. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
11. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings, and any property or adjacent property under the control of the applicant.
12. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
13. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
14. The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit A, Case File No. 2013-18 CUP, dated 9/24/2013. In addition, no alcohol shall be displayed on end caps or featured in the main aisles of the store. The current exhibit does not show the location of wine; therefore, it will need to be modified to show a location subject to approval by the Planning Department.
15. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Department at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 inches by 22 inches (17" x 22") in size, with lettering not less than one inch (1") in height. The signs shall read as follows:
  - a. "No open alcoholic beverage containers are allowed on these premises."
  - b. "No loitering is allowed."
16. Containers of distilled spirits may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
17. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs that are clearly visible to the exterior, shall constitute a violation of this condition.
18. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any peace officer of the California Department of Alcoholic Beverage Control upon demand.

20. All sellers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
21. The sale of alcoholic beverages shall be limited to the hours of 10:00 a.m. to 10:00 p.m., Sunday through Friday, and 10:00 a.m. to 11:00 p.m. on Saturdays.
22. Coolers and/or cabinets containing alcohol products shall be locked and made inaccessible to the public outside of the hours listed in condition number 21, or as modified through permit modification.
23. No coin operated amusement devices shall be operated on the licensed premises. This restriction is intended to discourage loitering by those interested in or involved in purchasing alcoholic beverages and do not apply to coin operated rides intended to cater to children.
24. As part of this permit, security cameras shall be installed on the premises.
25. Exterior walls of buildings/freestanding signs/trash enclosures to a height of not less than 6 feet shall be treated with a graffiti resistant coating subject to approval from the Planning Department. Graffiti shall be removed within 72 hours of its observance as required by Chapter 10.54 – Graffiti Control – of the National City Municipal Code.
26. No parking is permitted between the building and East 21<sup>st</sup> Street. The parking spaces marked on the concrete on the south side of the building shall be removed. “No Parking” signs shall be posted on the south side of the building. The City Manager or designee may require additional measures to discourage parking in this area should the aforementioned remedy not be effective (e.g., landscaping, bollards, etc.).

Police

27. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display, and marketing or merchandising of alcoholic beverages.
28. After 12 months of being operational, this Conditional Use Permit shall be reviewed for compliance with the foregoing Conditions of Approval. A status report will be provided to the City Council on impacts, if any, that have occurred as a result of the approval of the sale of distilled spirits.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

[Signature Page to Follow]

Resolution No. 2014 –  
Page Five  
February 4, 2014

PASSED and ADOPTED this 4th day of February, 2014.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO. |**

**ITEM TITLE:**

[Resolution of the City Council of the City of National City authorizing the appropriation and corresponding revenue increase of \$1,000,000 for the purpose of environmental remediation work on the Westside In-fill Transit Oriented Development project site.]

**PREPARED BY:** Stephen Manganiello, City Engineer

**DEPARTMENT:** Engineering and Public Works Department

**PHONE:** (619) 336-4382

**EXPLANATION:**

**APPROVED BY:** 

Paradise Creek Housing Partners, L.P., a California limited partnership ("Developer") and the Community Development Commission of the City of National City ("CDC") entered into a Disposition and Development Agreement titled Transit Oriented Infill Affordable Housing and Paradise Creek Enhancement Project and dated June 21, 2011 ("DDA"). Phase I of the development consists of 109 units and the development of a community park. On December 18, 2013, the City of National City entered into a Site Infrastructure Agreement ("Agreement") with the Developer that would reimburse the City of National City up to \$4,000,000 for the fees, costs and expenses incurred by the City with respect to preparation of the Site, including without limitation, costs incurred with respect to relocation of persons and improvements located at the Site. The City received a \$1,000,000 payment on December 20, 2013 as required by the Site Infrastructure Agreement. The revenue will be appropriated for the payment of Site remediation contracts and related costs.

**FINANCIAL STATEMENT:**

**APPROVED:**  Finance

**ACCOUNT NO. |**

**APPROVED:** \_\_\_\_\_ MIS

Revenue \$1,000,000, 001-06029-3648  
Expenditure \$500,000, 001-409-500-598-1596  
\$500,000, 001-409-500-598-1595

WI-TOD Site Infrastructure  
WI-TOD Site Remediation  
Public Works Facility Relocation Project

**ENVIRONMENTAL REVIEW:**

Not applicable.

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

**STAFF RECOMMENDATION:**

[Adopt the Resolution.]

**BOARD / COMMISSION RECOMMENDATION:**

[Not applicable.]

**ATTACHMENTS:**

[None.]



RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE APPROPRIATION AND CORRESPONDING  
REVENUE INCREASE OF \$100,000 FOR THE PURPOSE OF  
ENVIRONMENTAL REMEDIATION WORK ON THE WESTSIDE  
IN-FILL TRANSIT ORIENTED DEVELOPMENT PROJECT SITE

WHEREAS, Paradise Creek Housing Partners, LP, (the “Developer”) and the Community Development Commission of the City of National City (“CDC”) entered into a Disposition and Development Agreement titled Transit Oriented In-fill Affordable Housing and Paradise Creek Enhancement Project dated June 21, 2011; and

WHEREAS, Phase 1 of the development consists of 109 units and the development of a community park; and

WHEREAS, on December 18, 2013, the City entered into a Site Infrastructure Agreement (“Agreement”) with the Developer that would reimburse the City up to \$4,000,000 for the fees, costs, and expenses incurred by the City with respect to preparation of the site, including without limitation, costs incurred with respect to relocation of persons and improvements located at the site; and

WHEREAS, the City received a \$1,000,000 payment on December 20, 2013, as required by the Agreement; and

WHEREAS, the revenue will be appropriated for the payment of site remediation contracts and related costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the appropriation and corresponding revenue increase of \$1,000,000 for the purpose of environmental remediation work on the Westside In-fill Transit Oriented Development Project site.

PASSED and ADOPTED this 4th day of February, 2014.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City, 1) awarding a contract in the not to exceed amount of \$858,609.00 to Ciauss Construction for the 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project, Specification No. 13-01; 2) authorizing a 25% contingency in the amount of \$214,652.25 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract

**PREPARED BY:** Stephen Manganiello

**DEPARTMENT:** Engineering & Public Works

**PHONE:** 336-4382

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_

Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

MIS

\$458,424.66, Account No. 001-499-500-598-1592 (WI-TOD Phase 1); \$255,670.20 Account No. 001-499-500-598-3934 (National City Westside Infill T.O.D.); \$144,514.14, Account No. 001-409-500-598-1596 (WITOD Site Remediation).

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Resolution

## **EXPLANATION**

The 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project, Specification No. 13-01, will deliver a clean site for 2020 and 2100 Hoover Avenue, and the parcel west of Paradise Creek, to allow for future development of the Westside Infill Transit Oriented Development (WI-TOD) affordable housing project and open space park. This contract includes removal and disposal of unsuitable soils and materials, and demo of the existing Public Works yard, facilities and auxiliary structures.

In December, 2013, the bid solicitation was advertised in local newspapers and posted on the City's website.

On January 22, 2014, five sealed bids were received by the deadline, opened and publically disclosed. Clauss Construction was the apparent low bidder with a total bid amount of \$858,609.00. Upon review of all documents submitted and reference checks, Clauss Construction's bid is responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Attached are the bid opening results and a summary of the three lowest bidders for your information.

Staff recommends the following: 1) award a contract in the not to exceed amount of \$858,609.00 to Clauss Construction for the 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project, Specification No. 13-01; 2) authorize a 25% contingency in the amount of \$214,652.25 for any unforeseen changes; and 3) authorize the Mayor to execute the contract.



## BID OPENING

**SPECIFICATION NUMBER:** 13-01

**PROJECT TITLE:** 2020 & 2100 Hoover Avenue Remediation and Site Demolition

**TIME:** 3:00 P.M.

**DATE:** WEDNESDAY, January 22, 2014

**ESTIMATE:** \$1,253,000.00

**PROJECT ENGINEER:** STEPHEN MANGANIELLO

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA	BID SECURITY
1.	Clauss Construction 8956 Winter Gardens Blvd. Lakeside, CA 92040	\$858,609.00	1-4	Bond
2.	West-Tech Contracting, Inc. 568 N. Tulip Street Escondido, CA 92025	\$863,435.98	1-4	Bond
3.	Whillock Contracting, Inc. P.O. Box 2322 La Mesa, CA 91943	\$907,817.50	1-4	Bond
4.	NCM Demolition and Remediation 404 North Berry Street Brea, CA 92821	\$1,050,800.00	1-4	Bond
5.	Aman Environmental Construction 614 E. Edna Place Covina, CA 91723	\$1,498,913.00	1-4	Bond

**2020 AND 2100 HOOVER AVENUE REMEDIATION & SITE DEMOLITION**

**Specification No. 13-01**

Item No.	Description (S) indicates Specialty Item	Unit	Qty.	Class Construction		West-Tech		Whillock Contracting, Inc.	
				Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
<b>BASE BID – Phase 1 (2100 Hoover Avenue and Parcel West of Paradise Creek)</b>									
1	Mobilization/Demobilization	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 14,853.44	\$ 14,853.44	\$ 17,083.00	\$ 17,083.00
2	SWPPP	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 31,275.86	\$ 31,275.86	\$ 28,809.00	\$ 28,809.00
3(S)	Remove and dispose of all lead paint and asbestos from the Equipment Maintenance Building (Building 200)	LS	1	\$ 101,400.00	\$101,400.00	\$ 109,999.57	\$ 109,999.57	\$ 50,429.00	\$ 50,429.00
4	Demolish, remove and dispose of Building 200 and its foundation	LS	1	\$ 37,575.00	\$ 37,575.00	\$ 32,671.11	\$ 32,671.11	\$ 61,972.00	\$ 61,972.00
5	Demolish, remove and dispose of hydraulic lift foundations at Building 200	LS	1	\$ 1,250.00	\$ 1,250.00	\$ 7,369.60	\$ 7,369.60	\$ 2,568.00	\$ 2,568.00
6(S)	Excavate, stockpile, categorize, remove and dispose of contaminated soil at the previous vehicle lift location and dispose of at the Otay Landfill, California (AOC-01)	TON	115	\$ 140.00	\$ 16,100.00	\$ 199.17	\$ 22,904.55	\$ 112.00	\$ 12,880.00
7(S)	Excavate, stockpile, categorize, remove and dispose of contaminated soil at the previous vehicle lift location and dispose of at the Copper Mountain Landfill, Arizona (AOC-01)	TON	115	\$ 161.00	\$ 18,515.00	\$ 254.21	\$ 29,234.15	\$ 127.00	\$ 14,605.00
8(S)	Excavate, stockpile, categorize, remove and dispose of contaminated soil at the previous vehicle lift location and dispose of at the U.S. Ecology Landfill, Nevada (AOC-01)	TON	115	\$ 357.00	\$ 41,055.00	\$ 87.47	\$ 10,059.05	\$ 287.50	\$ 33,062.50
9	Import, mix, place and compact unclassified fill at the previous lift location	CY	200	\$ 40.63	\$ 8,126.00	\$ 20.20	\$ 4,040.00	\$ 32.00	\$ 6,400.00
10	Excavation, mix, replace and compact clean overburden at the previous vehicle lift location	CY	300	\$ 12.16	\$ 3,648.00	\$ 5.07	\$ 1,521.00	\$ 56.90	\$ 17,070.00
11	Dewatering of hydraulic lift/contaminated soil remediation excavation	LS	1	\$ 21,000.00	\$ 21,000.00	\$ -	\$ -	\$ 10,150.00	\$ 10,150.00
12(S)	Excavate, stockpile, categorize, remove and dispose of contaminated soil on the parcel West of Paradise Creek to the Otay Landfill, California (AOC-05)	CY	200	\$ 160.00	\$ 32,000.00	\$ 84.09	\$ 16,818.00	\$ 141.00	\$ 28,200.00
13(S)	Excavate, stockpile, categorize, remove and dispose of contaminated soil on the parcel West of Paradise Creek to the Copper Mountain Landfill, Arizona (AOC-05)	CY	200	\$ 172.50	\$ 34,500.00	\$ 107.33	\$ 21,466.00	\$ 164.00	\$ 32,800.00
14(S)	Excavate, stockpile, categorize, remove and dispose of contaminated soil on the parcel West of Paradise Creek to the U.S. Ecology Landfill, Nevada (AOC-05)	CY	200	\$ 530.00	\$106,000.00	\$ 131.21	\$ 26,242.00	\$ 373.00	\$ 74,600.00
<b>BASE BID – Phase 2 (2020 Hoover Avenue)</b>									
15	Mobilization/Demobilization	LS	1	\$ 13,000.00	\$ 13,000.00	\$ -	\$ -	\$ 2,962.00	\$ 2,962.00

16	SWPPP	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 16,297.55	\$ 16,297.55	\$ 15,558.00	\$ 15,558.00
17(S)	Remove and dispose of all lead paint and asbestos from all buildings at 2020 Hoover Avenue. Clearing and Grubbing 2020 Hoover Avenue	LS	1	\$ 31,000.00	\$ 31,000.00	\$ 156,094.89	\$ 156,094.89	\$ 14,393.00	\$ 14,393.00
18	Rough grade site for even and straight sheet drainage across site at 2020 Hoover Avenue.	LS	1	\$ 102,100.00	\$102,100.00	\$ 109,485.06	\$ 109,485.06	\$ 75,760.00	\$ 75,760.00
19	Clearing and Grubbing the remainder of 2100 Hoover Avenue	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 3,032.30	\$ 3,032.30	\$ 10,938.00	\$ 10,938.00
BASE BID – Phase 3 (2100 Hoover Avenue)									
20	Mobilization/Demobilization	LS	1	\$ 13,000.00	\$ 13,000.00	\$ -	\$ -	\$ 3,604.00	\$ 3,604.00
21	SWPPP	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 23,317.04	\$ 23,317.04	\$ 18,640.00	\$ 18,640.00
22	Rough grade site for even and straight sheet drainage across site at 2100 Hoover Avenue.	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 10,756.16	\$ 10,756.16	\$ 37,652.00	\$ 37,652.00
BASE BID – All Phases as Needed									
24	Excavate, stockpile, categorize, remove and dispose of miscellaneous contaminated soil as directed by the Engineer to Otay Landfill, Chula Vista, CA	CY	50	\$ 155.00	\$ 7,750.00	\$ 56.06	\$ 2,803.00	\$ 124.00	\$ 6,200.00
25	Excavate, stockpile, categorize, remove and dispose of miscellaneous contaminated soil as directed by the Engineer to Copper Mountain Landfill, Arizona	CY	50	\$ 171.00	\$ 8,550.00	\$ 71.55	\$ 3,577.50	\$ 141.00	\$ 7,050.00
26	Excavate, stockpile, categorize, remove and dispose of miscellaneous contaminated soil as directed by the Engineer to US Ecology Landfill, Nevada	CY	50	\$ 370.00	\$ 18,500.00	\$ 87.47	\$ 4,373.50	\$ 335.00	\$ 16,750.00
27	Install and maintain temporary security fencing and gates	LF per Month	1,600	\$ 0.65	\$ 1,040.00	\$ 5.38	\$ 8,608.00	\$ 0.19	\$ 304.00
28	Removal of temporary security fencing and gates	LS	1	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,705.00	\$ 1,705.00
<b>BASE BID TOTAL</b>					<b>\$858,609.00</b>		<b>\$863,426.98</b>		<b>\$907,817.50</b>

RESOLUTION NO. 2013 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AWARDING A CONTRACT TO CLAUSS CONSTRUCTION  
IN THE NOT TO EXCEED AMOUNT OF \$858,609 FOR THE 2020 AND 2100 HOOVER  
AVENUE REMEDIATION AND SITE DEMOLITION PROJECT,  
AUTHORIZING A 25% CONTINGENCY IN THE AMOUNT OF \$214,652.25  
FOR ANY UNFORESEEN CHANGES, AND AUTHORIZING  
THE MAYOR TO EXECUTE SAID CONTRACT

WHEREAS, the Engineering Division of the Development Services Department, in open session on January 22, 2014, did publicly open, examine, and declare five sealed bids for the 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project ("Project"); and

WHEREAS, Clauss Construction was the lowest responsive bidder with a proposed bid amount of \$858,609; and

WHEREAS, a 25% contingency amount up to \$214,652.25 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project to the lowest responsive, responsible bidder, to wit:

CLAUSS CONSTRUCTION

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of \$858,609 with Clauss Construction for the 2020 and 2100 Hoover Avenue Remediation and Site Demolition Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council hereby authorizes a 25% contingency amount up to \$214,652.25 for unforeseen changes to the Project.

PASSED and ADOPTED this 4th day of February, 2014.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney

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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Notice of Decision – Planning Commission approval of a Conditional Use Permit for the sale of beer and wine for off-site consumption at an existing market (El Super Market) located at 1811 “L” Avenue. (Applicant: Rodel Chalabi) (Case File 2013-27 CUP)

**PREPARED BY:**  Martin Reeder, AICP

**DEPARTMENT:** Planning

**PHONE:** 336-4313

**APPROVED BY:** 

**EXPLANATION:**

The project location is El Super Market, a neighborhood market in a small shopping center at the southeast corner of East 18<sup>th</sup> Street and “L” Avenue in the Minor Mixed-Use Corridor (MXC-1) zone. The applicant is requesting to sell beer and wine for off-site consumption between the hours of 9:00 a.m. and 10:00 p.m. seven days a week.

Planning Commission conducted a public hearing on December 16, 2013. Commissioners asked questions regarding conditions of approval and items for sale at the market. The Institute for Public Strategies provided written comments at the meeting, which are attached. The Commission voted to approve the Conditional Use Permit based on required findings and subject to Conditions of Approval, with an added condition prohibiting the sale of tobacco-related or drug-related paraphernalia.

The attached Planning Commission staff report describes the proposal in detail.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.:**

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

Not a project per CEQA

**ORDINANCE:** INTRODUCTION:  FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission approved the Conditional Use Permit.

Ayes: Alvarado, Baca, Bush, Flores, Pruitt

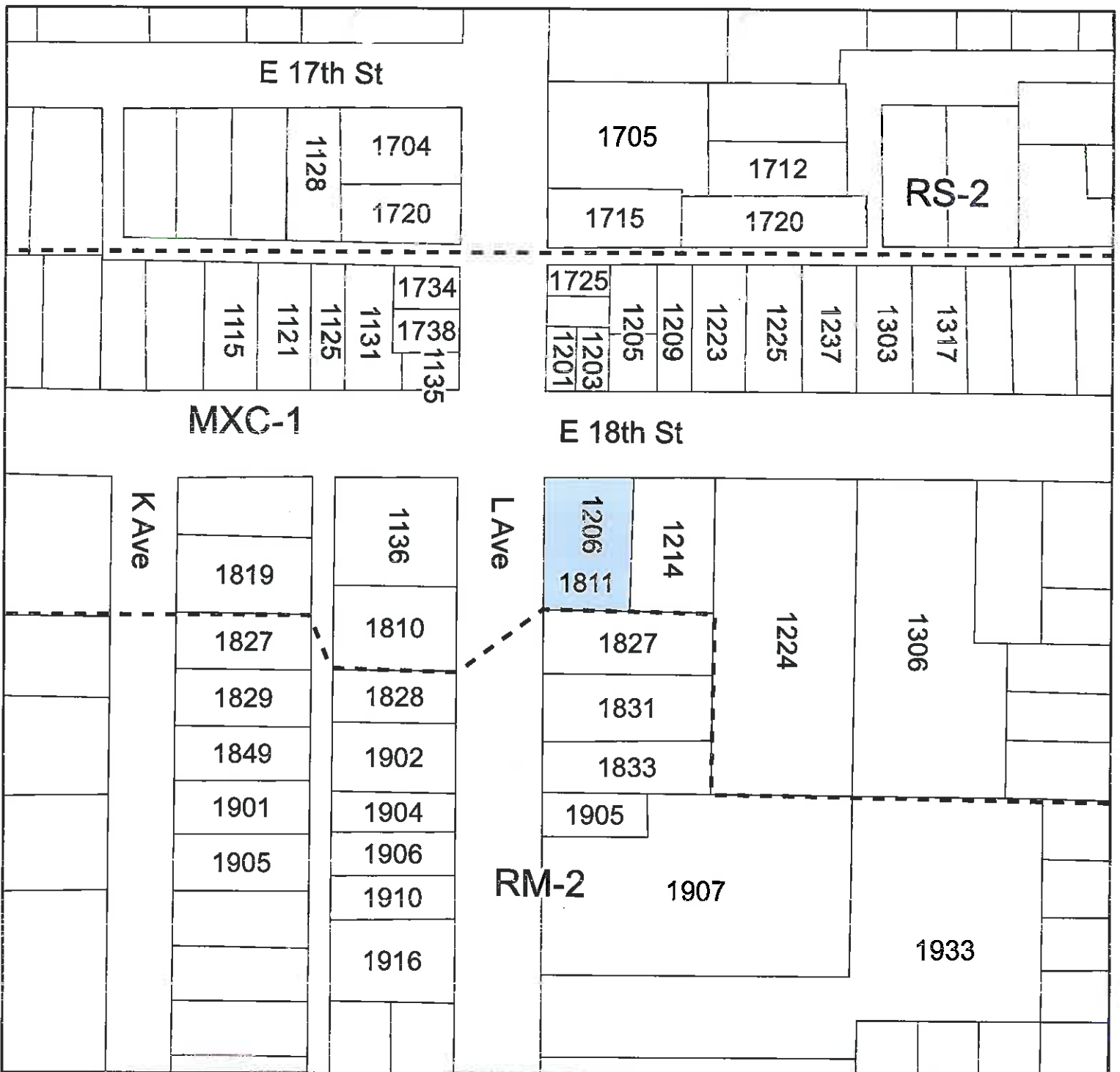
Nays: Garcia

Absent: DeLaPaz

**ATTACHMENTS:**

- |   |                          |
|---|--------------------------|
| 1. Location Map                             | 4. Resolution No. 2-2014 |
| 2. Planning Commission Staff Report         | 5. Reduced Plans         |
| 3. Institute for Public Strategies comments |                          |

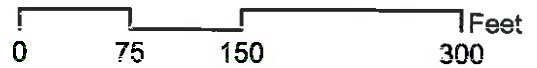




Project Location



Zone Boundary



APN:  
561-210-32

Planning Commission  
Location Map

2013-27 CUP



CITY OF NATIONAL CITY - DEVELOPMENT SERVICES DEPARTMENT  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**PLANNING COMMISSION STAFF REPORT**

Title: CONDITIONAL USE PERMIT FOR THE SALE OF BEER AND WINE FOR OFF-SITE CONSUMPTION AT AN EXISTING MARKET (EL SUPER MARKET) LOCATED AT 1811 "L" AVENUE.

Case File No.: 2013-27 CUP

Location: Southeast corner of East 18<sup>th</sup> Street and "L" Avenue.

Assessor's Parcel No.: 561-210-32

Staff report by: Martin Reeder, AICP

Applicant: Rodel Chalabi

Property owner: Khalid Jabro

Combined General Plan/  
Zoning designation: MXC-1 (Minor Mixed-Use Corridor)

Adjacent land use/zoning:

North: Residential across East 18<sup>th</sup> Street / MXC-1

East: Multi-Family Residential/ MXC-1

South: Single-Family Residential / RM-2 (Multi-Unit Res.)

West: Church across "L" Avenue / MXC-1

Environmental review: Not a project per CEQA

## **BACKGROUND**

### **Site Characteristics**

The project location is El Super Market, a neighborhood market in a small shopping center at the southeast corner of East 18<sup>th</sup> Street and "L" Avenue in the Minor Mixed-Use Corridor (MXC-1) zone. The existing market is approximately 1,200 square feet in size. Other businesses in the center include a Laundromat and a smoothie/frutas business. The area is mostly adjacent to residential uses, with a church across "L" Avenue. El Super Market has been in business for several years, but is now under new ownership.

### **Proposed Use**

The applicant is requesting to sell beer and wine for off-site consumption between the hours of 9:00 a.m. and 10:00 p.m. seven days a week. Beer and white wine would be stored in a cooler located in the rear of the store. Red wine would be stored on a shelf, nearby the cooler. The submitted application also included a petition in support of alcohol sales, which was signed by 192 people (attached).

### **Analysis**

Section 18.30.050 of the National City Land Use Code allows for off-site alcohol sales with an approved Conditional Use Permit (CUP). Requirements for the CUP include a community meeting and distance requirements.

### **Community Meeting**

Pursuant to Section 18.30.050 (C), a community meeting was held Wednesday, November 27, 2013 from 9:00 a.m. to 12:00 p.m. at the National City Chamber of Commerce. The applicant has stated that no-one was in attendance.

### **Distance Requirements**

Chapter 18.030.050 (D) requires that businesses that sell alcohol as a principal use maintain a 660-foot distance from schools. However, sales of alcohol in this case would be accessory to a market, and would thus not be subject to this requirement. Although there is a church across the street, the Land Use Code does not mention churches with regard to distance requirements. Furthermore, the applicant has stated that the church has not objected to the issuance of a CUP for alcohol sales. The nearest school is Las Palmas Elementary School, located approximately 1,900 feet away.

### **Alcohol Sales Concentration/Location**

Per California State Alcoholic Beverage Control (ABC), there is currently one other off-sale permit issued in this census tract (121.01), which is El Super (supermarket) located at 3007 Highland Avenue. The other El Super is located almost a mile away. The nearest off-sale outlet is 7-Eleven, located at 1601 East 18<sup>th</sup> Street (in Census Tract 220), approximately a ¼-mile away.

Census tract 121.01 includes the area of the City between East 18<sup>th</sup> Street and East 32<sup>nd</sup> Street. The eastern boundary of the tract is the golf course. The western boundary is "L" Avenue, extending to "J" Avenue south of East 24<sup>th</sup> Street, extending to Highland

Avenue south of East 30<sup>th</sup> Street. The attached census tract map shows the location of the subject tract. ABC recommends that a total of one off-sale alcohol permit be issued in this census tract, where one exists. This would be an increase of 100%. However, if the City approves a CUP for an additional license, ABC can still issue an alcohol license subject to additional findings.

**Police Department comments**

Crime statistics provided by the Police Department (PD) indicate that the reporting area (Beat 23) had a 2011 crime rate of 108%, below the 120% considered to be a high crime area.

PD provided a Risk Assessment report, which assigns points based on the type of business, license concentration, and calls for service (among others) and ranks the business according to potential risk (low, medium, or high). In this case, El Super Market received a score of 15, which would indicate a medium risk. However, PD also had concerns related to water pipes (considered drug paraphernalia) that were on sale at the store. A condition has been added to require compliance with Chapter 18.30.230, which regulates tobacco specialty stores.

No comments have been received from the Institute for Public Strategies at this time, although they are aware of the application.

**Conditions of Approval**

Standard Conditions of Approval have been included with this permit, as well as conditions specific to off-sale alcohol sales per Council policy (alcohol sales incidental to other sales items, hours of operation, RBSS training, etc.). A condition is also included that limits the alcohol display area to the rear cooler and shelving areas, prohibiting alcohol storage near the store entrance. No other Departments provided comment.

**Summary**

El Super Market has been licensed at this location since 2007. The subject census tract is not currently over-concentrated with off-sale alcohol licenses, although issuance of another license would result in a 100% increase in off-sale outlets and in an over-concentration situation. However, the other license in this census tract is almost a mile away and has little influence on the area surrounding the subject area. Conditions would ensure that, if approved, the sale of alcohol for off-site consumption would not have any negative impacts on the surrounding community.

## **RECOMMENDATION**

1. Approve 2013-27 CUP subject to the conditions listed below, based on attached findings; or
2. Deny 2013-27 CUP based on attached findings/findings to be determined by the Planning Commission; or
3. Continue the item to a specific date.

## **ATTACHMENTS**

1. Recommended Findings for Approval/Denial
2. Recommended Conditions
3. Location Map
4. Census Tract Map and Police Beat Map
5. Alcoholic Beverage Control Risk Assessment
6. Community Meeting Information
7. Petition in support of alcohol sales
8. Public Hearing Notice (Sent to 724 property owners and occupants)
9. Applicant's Plans (Exhibit A, case file no. 2013-27 CUP, dated 10/24/2013)



MARTIN REEDER, AICP  
Principal Planner

## **RECOMMENDED FINDINGS FOR APPROVAL**

2013-27 CUP, 1811 "L" Avenue

1. That the site for the proposed use is adequate in size and shape, since the proposed use is an accessory use to an existing neighborhood market in an existing commercial center and the sale of beer and wine is not expected to increase the demand for parking on the property.
2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, since East 18<sup>th</sup> Street is classified as a collector street in the Circulation Element, and the sale of beer and wine for off-site consumption is not expected to result in an appreciable increase in traffic.
3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, since the proposed use is compatible with other similar businesses located nearby and within a quarter-mile of the property; and since the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.
4. That the proposed use is deemed essential and desirable to the public convenience and welfare, since it will contribute to the continued viability of a neighborhood market, an established and allowed use in the applicable mixed-use zone.
5. That public convenience and necessity may be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

## **RECOMMENDED FINDING FOR DENIAL**

2013-27 CUP, 1811 "L" Avenue

1. That the proposed use is not deemed essential and desirable to the public convenience and welfare, since issuance of another off-sale license would result in an over-concentration of off-sale alcohol licenses in census tract 121.01 in which the subject property is located.
2. The proposed use is not deemed essential and desirable to the public convenience and welfare since beer and wine is currently offered at an outlet within a quarter-mile of the subject property.
3. That public convenience and necessity may not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

## RECOMMENDED CONDITIONS OF APPROVAL

2013-27 CUP, 1811 "L" Avenue

### General

1. This Conditional Use Permit authorizes the sale of beer and wine for off-site consumption at an existing market located at 1811 "L" Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, case file no. 2013-27 CUP, dated 10/24/2013.
2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
3. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
4. This Conditional Use Permit may be revoked if the Permittee is found to be in violation of Conditions of Approval.
5. Before this Conditional Use Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

### Planning

6. The sale of alcoholic beverages shall be limited to between the hours of 9:00 a.m. and 10:00 p.m. seven days a week.
7. All beer and wine products shall be stored in the rear cooler or rear shelving areas. No alcohol products shall be stored in proximity to the store entrance.
8. The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
9. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
10. Wine shall not be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
11. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.



12. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the Permittee.
13. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
14. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
15. The Permittee shall post signs in compliance with the requirements and specifications of subsection B of section 10.30.070 on each exterior wall of the licensed premises that faces a vehicle parking lot, to read as follows:

**“WARNING**

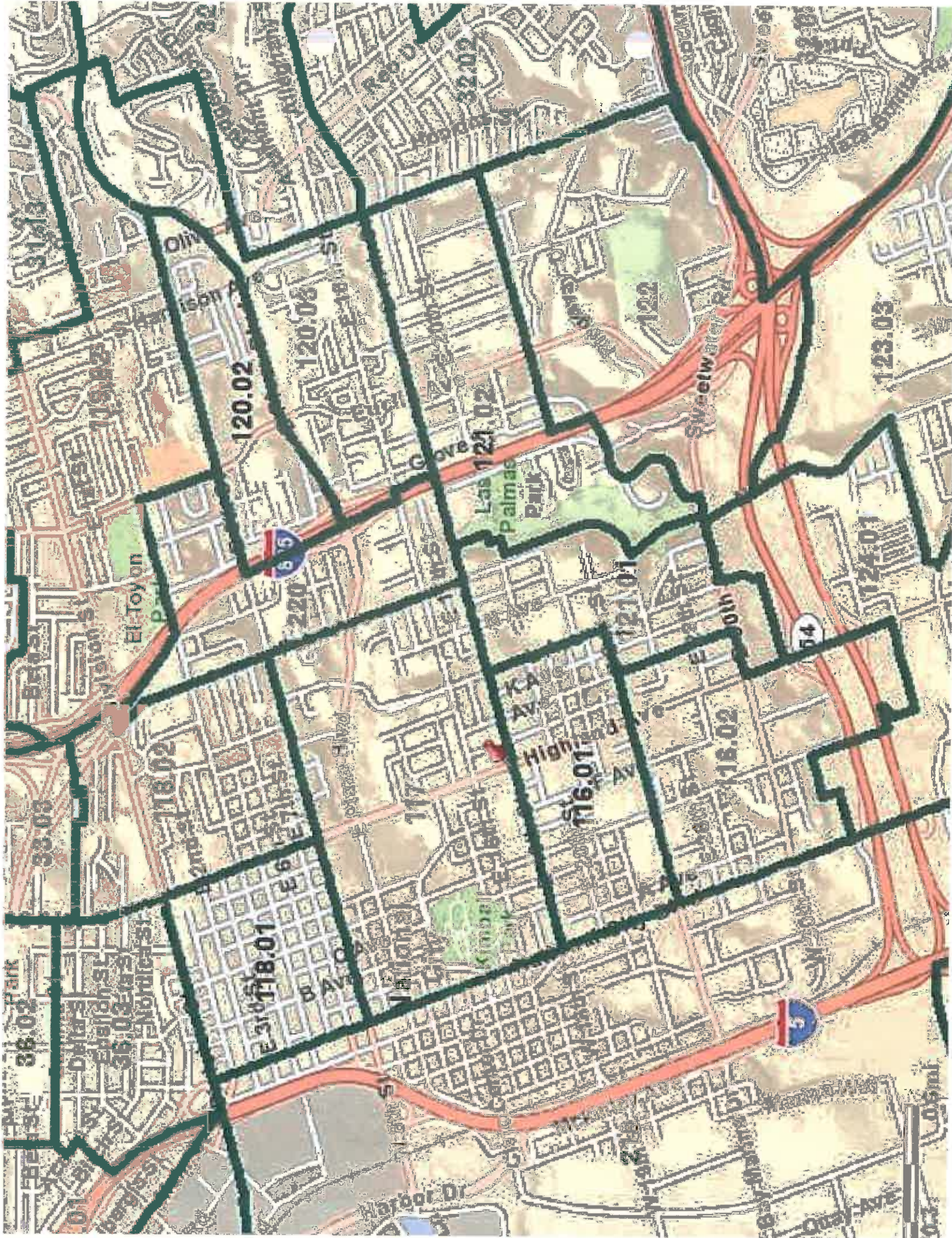
It is unlawful to drink an alcoholic  
beverage or to possess an open alcoholic  
beverage container in public or in a public parking lot.  
NCMC\_10.30.050 and\_10.30.060.”

16. Containers of alcoholic beverages may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
17. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
18. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The Permittee shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
19. Every employee of the Permittee, including ownership and management, shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to commencing alcohol sales. As part of the RBSS training, the Permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
20. Display of tobacco-related products shall comply with Chapter 18.30.230 related to tobacco specialty stores.

Police

21. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.





Map labels include:  
Streets: Harbor Dr, E 3rd St, E 4th St, E 5th St, E 6th St, E 7th St, E 8th St, E 9th St, E 10th St, E 11th St, E 12th St, E 13th St, E 14th St, E 15th St, E 16th St, E 17th St, E 18th St, E 19th St, E 20th St, E 21st St, E 22nd St, E 23rd St, E 24th St, E 25th St, E 26th St, E 27th St, E 28th St, E 29th St, E 30th St, E 31st St, E 32nd St, E 33rd St, E 34th St, E 35th St, E 36th St, E 37th St, E 38th St, E 39th St, E 40th St, E 41st St, E 42nd St, E 43rd St, E 44th St, E 45th St, E 46th St, E 47th St, E 48th St, E 49th St, E 50th St, E 51st St, E 52nd St, E 53rd St, E 54th St, E 55th St, E 56th St, E 57th St, E 58th St, E 59th St, E 60th St, E 61st St, E 62nd St, E 63rd St, E 64th St, E 65th St, E 66th St, E 67th St, E 68th St, E 69th St, E 70th St, E 71st St, E 72nd St, E 73rd St, E 74th St, E 75th St, E 76th St, E 77th St, E 78th St, E 79th St, E 80th St, E 81st St, E 82nd St, E 83rd St, E 84th St, E 85th St, E 86th St, E 87th St, E 88th St, E 89th St, E 90th St, E 91st St, E 92nd St, E 93rd St, E 94th St, E 95th St, E 96th St, E 97th St, E 98th St, E 99th St, E 100th St.  
Highways: I-66, I-54.  
Landmarks: El Toyon Park, Las Palmas Park, St. John's Church.  
Parcel Numbers: 118.01, 118.02, 120.02, 120.06, 121.02, 121.01, 122, 123.03, 124.01, 126.02, 126.01, 126.03, 126.04, 126.05, 126.06, 126.07, 126.08, 126.09, 126.10, 126.11, 126.12, 126.13, 126.14, 126.15, 126.16, 126.17, 126.18, 126.19, 126.20, 126.21, 126.22, 126.23, 126.24, 126.25, 126.26, 126.27, 126.28, 126.29, 126.30, 126.31, 126.32, 126.33, 126.34, 126.35, 126.36, 126.37, 126.38, 126.39, 126.40, 126.41, 126.42, 126.43, 126.44, 126.45, 126.46, 126.47, 126.48, 126.49, 126.50, 126.51, 126.52, 126.53, 126.54, 126.55, 126.56, 126.57, 126.58, 126.59, 126.60, 126.61, 126.62, 126.63, 126.64, 126.65, 126.66, 126.67, 126.68, 126.69, 126.70, 126.71, 126.72, 126.73, 126.74, 126.75, 126.76, 126.77, 126.78, 126.79, 126.80, 126.81, 126.82, 126.83, 126.84, 126.85, 126.86, 126.87, 126.88, 126.89, 126.90, 126.91, 126.92, 126.93, 126.94, 126.95, 126.96, 126.97, 126.98, 126.99, 127.00.





## City of National City Beat 23

Source: Microsoft Mappoint  
NCPD CAU, 4/18/07

# **EL SUPER MARKET**

**1811 "L" Avenue  
National City, CA 91950**

November 15, 2013

Dear Neighbor,

El Super Market located at 1811 "L" Avenue, National City, CA 91950 is a family owned and operated market. It is now under new ownership and management. When we took over the ownership of the market about three months we joined National City chamber of Commerce; we improved on it; and we also established cordial and meaningful relations with our customers, the church, and the neighboring community. We are totally dedicated, committed, and determined to provide our customers with excellent service and merchandise at reasonable and competitive prices.

Upon the request of our customers through their signed petition, who urged us to apply for beer and wine, we responded and have applied for that license with both the Alcoholic Beverage Control (ABC) and National City Development Services Division. The application is now in process by both ABC and National City.

We are sending you this letter to seek your support and also to invite you to a community meeting which will be held on Wednesday, November 27, 2013 at National City Chamber of Commerce located at 901 National City Blvd., National City, CA 91950 between the hours of 9Am – 12 noon. Your presence and support will be greatly appreciated.

We look forward to your participation and support. Thank you.

Sincerely,

Rudy  
Owner, El Super Market

# EL SUPER MARKET

1811 "L" Avenue  
National City, CA 91950

November 27, 2013

Mr. Martin Reeder, AICP  
Principal Planner, Planning Division  
1243 National City Blvd.  
National City, CA 91950

Hello Martin,

**Re: Community Meeting – Case No. 2013-27 CUP**

The community meeting was scheduled today between the hours of 9AM-12 noon at the National City Chamber of Commerce conference room. I arrived here at 8:45AM to prepare for the meeting. During those scheduled three hours **no one showed up** at the meeting. So at 12 noon I left and notified the Chamber of my departure. Ms. Irma Islas, the Chamber's Membership Coordinator can attest to the no-show, my arrival, and departure from the chamber.

I was somewhat surprised that no one showed up at the meeting despite the fact that both the property owners and the residents within 660 feet radius were notified by mail.

Here is the break-down of the mail sent to notify the under mentioned of the meeting:

186 letters to the property owners

533 letters to the residents

Letter to the National City Police Dept.

Letter to the Institute of Public Strategy

Letter to Neighborhood Services Division

Letter to the National City Chamber of Commerce

Letter to Sweetwater Union High school

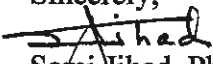
Letter to National School District

Moreover, there are 336 signed and submitted petitions in support of El Super Market to obtain its beer and wine license to serve its customers' necessity and convenience.

In view of the above, it clearly appears that no one is objecting to El Super Market obtaining its beer & wine license; otherwise those protesting would have shown at the scheduled community meeting. This concludes my report. I also sincerely hope that the Planning Division will approve the CUP to granting El Super Market's request for the beer & wine license.

Thank you for your input and cooperation in this effort, which are highly appreciated.

Sincerely,



Sami Jihad, Ph.D.

for/El Super Market

Cell Phone (619) 701-5000



**NATIONAL CITY POLICE DEPARTMENT  
ALCOHOL BEVERAGE CONTROL  
RISK ASSESSMENT**

DATE: 11/11/13

BUSINESS NAME: El Super Market  
ADDRESS: 1206 E. 18<sup>th</sup> Street, National City, CA 91950

OWNER NAME: Rodel M. Chalabi DOB: 10/28/1985  
OWNER ADDRESS: 1811 "L" Avenue, National City CA 91950  
(add additional owners on page 2)

**I. Type of Business**

- Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)

**II. Hours of Operation**

- Daytime hours (1 pt)
- Close by 10pm (2 pts)
- Close after 10pm (3 pts)

**III. Entertainment**

- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)

**IV. Crime Rate**

- Low (1 pt)
- Medium (2 pts)
- High (3 pts)

**V. Alcohol Businesses per Census Tract**

- Below (1 pt)
- Average (2 pts)
- Above (3 pts)

**Notes:**

Census Tract 121.01 allows 2 on-sale and 1 off-sale licenses the census tract currently has 3 on-sale and 1 off-sale type – the census tract is currently over-saturated.

11 calls for service, none directly associated with the market.

Medium Risk.

Owner had water pipes in the store upon inspection on 11/11/13 see attached pictures. Worker explained they were Hookah pipes.

**VI. Calls for Service at Location (for previous 6 months)**

- Below (1 pt)
- Average (2 pts)
- Above (3 pts)

**VII. Proximity Assessment (1/4 mile radius of location)**

- Mostly commercial businesses (1 pt)
- Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

Low Risk ( 12pts or less) Medium Risk (13 – 18pts) High Risk (19 – 24pts) <b>Total Points <u>  15  </u></b>
--

**VIII. Owner(s) records check**

- No criminal incidents (1 pt)
- Minor criminal incidents (2 pts)
- Multiple/Major criminal incidents (3 pts)

OWNER NAME:   Rodel M. Chalabi   DOB:   10/28/1985    
 OWNER ADDRESS:   1811 "L" Avenue, National City CA 91950  

OWNER NAME: \_\_\_\_\_ DOB: \_\_\_\_\_  
 OWNER ADDRESS: \_\_\_\_\_

**Recommendation:**

**Over-saturated census tract, 2 on-sale and 1 off-sale allowed. The census tract currently has 3 on-sale and 1 off-sale. A site inspection showed that there were water pipes on the premises (drug paraphernalia). The owner and worker stated they were Hookah pipes, there is no difference between bong and Hookah water pipes.**

Completed by:   Graham Young, Lt.   Badge ID:   365

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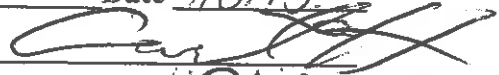
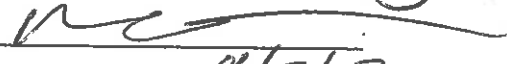



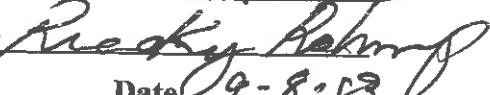
Name	<u>FERNANDO KELUP</u>	Signature	<u>FK</u>
Address	<u>2308 L Av.</u>	Date	<u>08/20/13</u>
Name	<u>Juan Zuniga</u>	Signature	<u>[Signature]</u>
Address	<u>1527 K St N.C.</u>	Date	<u>08/20/13</u>
Name	<u>MIRIAM ANDRADA</u>	Signature	<u>[Signature]</u>
Address	<u>619-477-60-15</u>	Date	
Name	<u>Yadira Rodriguez</u>	Signature	<u>[Signature]</u>
Address	<u>1720 L AVE NC CA 91950</u>	Date	<u>8.20.13</u>
Name	<u>CARLOS SUAREZ</u>	Signature	<u>[Signature]</u>
Address	<u>1536 Q AVE NC CA 91950</u>	Date	<u>8.20.13</u>
Name	<u>Anette carrillo</u>	Signature	<u>[Signature]</u>
Address	<u>534 Q AVE NC CA</u>	Date	<u>8.20.13</u>
Name	<u>Luis Martinez</u>	Signature	<u>[Signature]</u>
Address	<u>2039 L Ave NC, CA</u>	Date	<u>8/20/13</u>
Name	<u>Julio Solario</u>	Signature	<u>[Signature]</u>
Address	<u>1802 K AV NC CA</u>	Date	<u>8.20-13</u>
Name	<u>Raeph Rivera</u>	Signature	<u>Raeph Rivera</u>
Address	<u>1130 EAST 21st N.C</u>	Date	<u>8-20-13</u>
Name	<u>Abraham Rodriguez</u>	Signature	<u>[Signature]</u>
Address	<u>1815 L Ave National City CA 91950</u>	Date	<u>8-20-13</u>
Name	<u>CARLOS MIRANDA</u>	Signature	<u>[Signature]</u>
Address	<u>[Crossed out]</u>	Date	
Name	<u>Juan Toro</u>	Signature	<u>[Signature]</u>
Address	<u>Oakcrest - 4112</u>	Date	<u>8-20-13</u>



**ELSUPER MARKET**  
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**TO: ABC & National City Police**

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Name	<u>Steven Owens</u>	Signature	
Address	<u>2759 Grove St, NC, CA 91950</u>	Date	<u>9/6/2013</u>
Name	<u>Gustavo Cornejo</u>	Signature	<u>Gustavo Cornejo</u>
Address	<u>1506 E. 18th St NC. CA.</u>	Date	<u>09/6/13</u>
Name	<u>Alberto Herrera</u>	Signature	
Address	<u>2113 East 12th</u>	Date	<u>9-7-13</u>
Name	<u>MICHAEL CONTRERAS</u>	Signature	
Address	<u>525 E 14th St NC CA 91950</u>	Date	<u>9/7/13</u>
Name	<u>JOEL VENTURA</u>	Signature	
Address	<u>928 Broadwood SD 92154</u>	Date	<u>9/7/13</u>
Name	<u>Mike Alshert</u>	Signature	<u>Mike Alshert</u>
Address	<u>2039 L AVE. NATIONAL CITY CA.</u>	Date	<u>9/7/13</u>
Name	<u>CHARLES MULLEN</u>	Signature	
Address	<u>263 ELVADO WAY SD CA 92114</u>	Date	<u>9/7/11</u>
Name	<u>LUIS ENTIERE</u>	Signature	<u>LUIS E.</u>
Address	<u>1820 L AVE</u>	Date	<u>9-8-13</u>
Name	<u>JAVIER RODRIGES</u>	Signature	<u>J. R.</u>
Address	<u>3879 47th S.D.</u>	Date	<u>9-8-13</u>
Name	<u>JOAN LUNA</u>	Signature	
Address	<u>3592 Citrus St.</u>	Date	<u>9/8/13</u>
Name	<u>Eduardo Coronado</u>	Signature	<u>Eduardo Coronado</u>
Address	<u>3592 Citrus St</u>	Date	<u>9/8/13</u>
Name	<u>RICKY RODRIGUEZ</u>	Signature	
Address	<u>2318 A Euclid ave NC.</u>	Date	<u>9-8-13</u>



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Name <u>Andrew Garcia</u>	Signature <u>Andrew Garcia</u>
Address <u>18th 1827</u>	Date <u>9/1/13</u>
Name <u>Carlos Suarez</u>	Signature <u>Carlos Suarez</u>
Address <u>1632 palm ave NC - CA 91950</u>	Date <u>9-1-13</u>
Name <u>Juan Clemente</u>	Signature <u>Juan Clemente</u>
Address <u>1224 E 18th Street</u>	Date <u>9/1/13</u>
Name <u>Gerardo Guzman</u>	Signature <u>Gerardo Guzman</u>
Address <u>1224 E 18th Street</u>	Date <u>9/1/13</u>
Name <u>Juan Guillen</u>	Signature <u>Juan Guillen</u>
Address <u>1053 - E - 18th St</u>	Date <u>08-31-2013</u>
Name <u>Manuel Santiago Silva</u>	Signature <u>Manuel</u>
Address <u>345 San Diego California 36st</u>	Date <u>09/1/13</u>
Name <u>Jose Orozco</u>	Signature <u>Jose Orozco</u>
Address <u>1423 E 30th St N/C</u>	Date _____
Name <u>Antonio</u>	Signature <u>Antonio</u>
Address <u>1418 18th St NC, CA 91950</u>	Date <u>9-1-13</u>
Name <u>Charles Vail</u>	Signature <u>Charles Vail</u>
Address <u>1223 J. Ave. National City 91950</u>	Date <u>9-2-13</u>
Name <u>Roberto E Lopez</u>	Signature <u>Roberto E Lopez</u>
Address <u>1740 N ave #J National City 91950</u>	Date <u>9-2-13</u>
Name <u>Juan Garcia</u>	Signature <u>Juan Garcia</u>
Address <u>306 E 18th St</u>	Date <u>9/2/13</u>
Name <u>Julian Barricatos</u>	Signature <u>Julian Barricatos</u>
Address <u>9089 Via del Barro</u>	Date <u>9-2-13</u>

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Name <u>Kelly Wilson</u>	Signature <u>Kelly Wilson</u>
Address <u>1922 "K" St.</u>	Date <u>9-3-13</u>
Name <u>Doug Benson</u>	Signature <u>[Signature]</u>
Address <u>1223 E. 26<sup>th</sup> St. 91950</u>	Date <u>9/4/13</u>
Name <u>Jan Perez</u>	Signature <u>[Signature]</u>
Address <u>1929 Cornelia Ave. National City 91950</u>	Date <u>09/04/13</u>
Name <u>Luis Gonzalez</u>	Signature _____
Address <u>33 N Clairmont Ave, National City 91950</u>	Date <u>9/04/13</u>
Name <u>Christian Villa</u>	Signature <u>Christian Villa</u>
Address <u>ETA 1920 Apt 506 National City CA 91950</u>	Date <u>9/5/13</u>
Name <u>LUCILA G LIZARRAGA</u>	Signature <u>[Signature]</u>
Address <u>1941 K AVE Nacional city</u>	Date <u>9/5/13</u>
Name <u>Karina Padilla</u>	Signature <u>Karina P.</u>
Address <u>4160 Orange Ave</u>	Date <u>09/04/13</u>
Name <u>Nicole Martin</u>	Signature <u>Nicole Martin</u>
Address <u>1306 E 18 St apt-22 National city CA</u>	Date <u>9-4-13</u>
Name <u>[Signature]</u>	Signature <u>[Signature]</u>
Address <u>1829 K Ave</u>	Date <u>9-5-13</u>
Name <u>Abdalla A.S.</u>	Signature <u>Abdalla</u>
Address <u>1720 National City</u>	Date <u>9/5/13</u>
Name <u>Mario A. Romero</u>	Signature _____
Address <u>1719 E. 9th St. National City</u>	Date <u>9/5/13</u>
Name <u>Mario Aguiar</u>	Signature <u>[Signature]</u>
Address <u>550 padrone Pl 91910</u>	Date <u>9/5/13</u>

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Name <u>Filiberto Chavez</u>	Signature <u>Chavez.</u>	Date <u>08/30/13</u>
Address <u>3523 Acacia St.</u>		
Name <u>CONRADO SANCHEZ</u>	Signature <u>[Signature]</u>	Date <u>8-30-13</u>
Address <u>2621 SWEETWATER #79</u>		
Name <u>DARWIN SCOTT</u>	Signature <u>[Signature]</u>	Date <u>8-30-13</u>
Address <u>770 CYPRESS AVE IS CA 91932</u>		
Name <u>SEBASTIAN ARANDA</u>	Signature <u>[Signature]</u>	Date <u>08/31/2013</u>
Address <u>1905 L AVE NATIONAL CITY CA, 91950</u>		
Name <u>Victor Hugo Mercado</u>	Signature <u>[Signature]</u>	Date <u>09/01/13</u>
Address <u>7113 EASTMAN</u>		
Name <u>Wilfredo Castillo</u>	Signature <u>[Signature]</u>	Date <u>09/01/13</u>
Address <u>1937 L AVE NATIONAL CITY - CA.</u>		
Name <u>SEBASTIAN ARANDA</u>	Signature <u>[Signature]</u>	Date <u>9/1/13</u>
Address <u>170 5th Ave <sup>CHULA VISTA</sup> CA</u>		
Name <u>John Wolf</u>	Signature <u>John D. Wolf</u>	Date <u>9-1-13</u>
Address <u>30865 Greensboro Dr. Temecula CA</u>		
Name <u>Glenn Taylor</u>	Signature <u>Glenn Taylor</u>	Date <u>8-31-13</u>
Address <u>1421 Palm View Ct</u>		
Name <u>David Gonzalez</u>	Signature <u>David Gonzalez</u>	Date <u>8/31/13</u>
Address <u>1520 National City</u>		
Name <u>MICHELLE Lopez</u>	Signature <u>Michelle Lopez</u>	Date <u>8-31-13</u>
Address <u>1520 NATIONAL City</u>		
Name <u>Justine Estrada</u>	Signature <u>Justine Estrada</u>	Date <u>8-31/13</u>
Address <u>1726 M ave National city</u>		

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Name	<u>ANTONIO DAVALOS</u>	Signature	<u>Antonio Davalos</u>
Address	<u>1277 E. 18TH ST. NATIONAL CITY</u>	Date	<u>08/19/13</u>
Name	<u>JESSICA TAGLE</u>	Signature	<u>[Signature]</u>
Address	<u>1102 16TH ST. NATIONAL CITY</u>	Date	<u>08/19/13</u>
Name	<u>MARIA VARGAS</u>	Signature	<u>Maria Vargas</u>
Address	<u>1274 E 18 ST NATIONAL CITY</u>	Date	<u>08/19/13</u>
Name	<u>Rodolfo Lopez</u>	Signature	<u>Rodolfo Lopez</u>
Address	<u>1201 E 18 TH APT # 29 NATIONAL CITY</u>	Date	<u>9/19/13</u>
Name	<u>JULIO MEDINA</u>	Signature	<u>[Signature]</u>
Address	<u>1224 E 18ST NATIONAL CITY APT/55</u>	Date	<u>9/19/13</u>
Name	<u>EUGENI SCHO.</u>	Signature	<u>[Signature]</u>
Address		Date	<u>9/17/13</u>
Name	<u>TERESA CORNEJO</u>	Signature	<u>[Signature]</u>
Address	<u>1937 L. Ave. Apt #3</u>	Date	<u>8-19-13</u>
Name	<u>Patty Garcia</u>	Signature	<u>Patty Garcia</u>
Address	<u>1432 East 16 street.</u>	Date	<u>8-20-13</u>
Name	<u>LOBENA J-W.</u>	Signature	<u>[Signature]</u>
Address	<u>1004 E AVE. ATL. CITY GA</u>	Date	<u>8-20-13</u>
Name	<u>MATT KEMP</u>	Signature	<u>[Signature]</u>
Address	<u>PO BOX 194 NC 91951</u>	Date	<u>8-20-13</u>
Name	<u>RAMON BULNAS</u>	Signature	<u>[Signature]</u>
Address	<u>1260 F Washington</u>	Date	
Name	<u>Gilbert Martinez</u>	Signature	<u>[Signature]</u>
Address		Date	<u>8/20/13</u>

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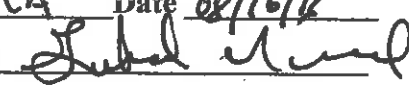



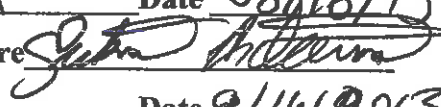
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Name <u>1</u> <u>Omar Enriquez</u>	Signature <u>Omar Enriquez</u>
Address <u>1820 L AVE national city ca 91950</u>	Date <u>8-15-13</u>
Name <u>2</u> <u>Ramon Navarro</u>	Signature <u>Ramon</u>
Address <u>2039 L AVE national city ca 91950</u>	Date <u>8-15-13</u>
Name <u>3</u> <u>PATRICK Lafata</u>	Signature <u>Patrick Lafata</u>
Address <u>2317-L-AVE National city, ca 91950</u>	Date <u>8-15-13</u>
Name <u>4</u> <u>Michele Murphy</u>	Signature <u>Michele Murphy</u>
Address <u>2317-L-AVE N.C. CA 91950</u>	Date <u>8-15-13</u>
Name <u>5</u> <u>2714 M. JOSE REYES</u>	Signature <u>M. Jose Reyes</u>
Address <u>2714 M. ST N.C.</u>	Date <u>8-15-13</u>
Name <u>6</u> <u>Usthor Quintero</u>	Signature <u>Usthor Quintero</u>
Address <u>1933 L AVE APT 15</u>	Date <u>8-15-13</u>
Name <u>7</u> <u>Alejandro Rojas</u>	Signature <u>Alejandro</u>
Address <u>1229 E 18th APT 220 CA 91950</u>	Date <u>8-15-13</u>
Name <u>8</u> <u>Allan Frvia</u>	Signature <u>Allan Frvia</u>
Address <u>2717 est Plaza Blvd APT 102</u>	Date <u>8-15-13</u>
Name <u>9</u> <u>Fernando Jacobo</u>	Signature <u>Fernando Jacobo</u>
Address <u>1937 L AVE #15</u>	Date <u>8-16-13</u>
Name <u>10</u> <u>LUIS ENRIQUE</u>	Signature <u>LUIS E. MIRELES</u>
Address <u>1820 L AVE; National city 91950</u>	Date <u>8-16-13</u>
Name <u>11</u> <u>Chellin Ochoa</u>	Signature <u>Chellin Ochoa</u>
Address <u>2340 L AVE</u>	Date <u>8-16-13</u>
Name <u>12</u> <u>SEBASTIAN PRANDA</u>	Signature <u>Sebastian Pranda</u>
Address <u>1805 L AV. N.C. CA 11</u>	Date <u>8-16-13</u>

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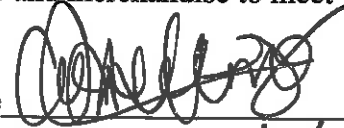


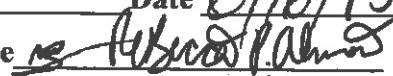



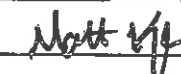



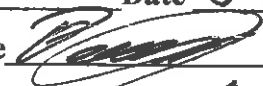
Name	<u>Vilka Lados Francisco</u>	Signature	
Address	<u>193</u>	Date	<u>8-16-13</u>
Name	<u>Jose Benvenia</u>	Signature	<u>Jose Ben</u>
Address	<u>1937 L Ave apt. #16 National City CA</u>	Date	<u>08/16/13</u>
Name	<u>CARRIE MARQUEL</u>	Signature	
Address	<u>1825 S. AV N. C.</u>	Date	<u>8/16/13</u>
Name	<u>Jose Gonzalez</u>	Signature	
Address	<u>1029 E 18th National city CA 91950</u>	Date	<u>8/16/13</u>
Name	<u>Patricia Schnell</u>	Signature	
Address	<u>1905 JAVE NC CA 91950</u>	Date	<u>8/16/13</u>
Name	<u>JOSE LOPES</u>	Signature	<u>Jose</u>
Address	<u>CHUZA VISTA ST 91910</u>	Date	
Name	<u>Martene Chaver</u>	Signature	<u>Martene P. Chaver</u>
Address	<u>1224 E 18th St Apt #3 NC, CA 91950</u>	Date	<u>8/16/13</u>
Name	<u>Bryant S. Garcia</u>	Signature	
Address	<u>1045 Bay Blvd. Suite A 9994 Chuk Vista CA</u>	Date	<u>08/15/13</u>
Name	<u>Salvador Garcia</u>	Signature	<u>Salvador</u>
Address	<u>1057 Comitan Ave 91950 National City CA</u>	Date	<u>8/15/13</u>
Name	<u>Andres J. Villa</u>	Signature	<u>Andres J. Villa</u>
Address	<u>1414 E 15th 91950 National City CA</u>	Date	<u>08/16/13</u>
Name	<u>Erika Ochoa</u>	Signature	
Address	<u>1833 L Ave</u>	Date	<u>8/16/2013</u>
Name	<u>CALVIN BROWN</u>	Signature	<u>CALVIN BROWN</u>
Address	<u>1906 L.AVE</u>	Date	<u>8/16/2013</u>



**ELSUPER MARKET**  
1811 "L" Avenue, National City, CA 91950

TO: ABC & National City Police

We, the undersigned customers of ELSUPER Market do hereby fully support its owner's request to apply and obtain the beer & wine license to serve our needs and convenience. The owner is totally dedicated and committed to provide us with excellent service and merchandise to meet our needs and convenience.

Name	<u>Mari Cruz Castellanos</u>	Signature	<u></u>
Address	<u>1820 L Ave National City CA 91950</u>	Date	<u>8/16/13</u>
Name	<u>Fernando Oliva</u>	Signature	<u></u>
Address	<u>3820 E St National City</u>	Date	<u>8/16/13</u>
Name	<u>Hugo Enrique Navarro</u>	Signature	<u></u>
Address	<u>1731 L Ave NC. CA 91950</u>	Date	<u>8/16/13</u>
Name	<u>Rebecca Alman</u>	Signature	<u></u>
Address	<u>1101 E. 17th St., 91950</u>	Date	<u>8/16/13</u>
Name	<u>Edgar Urias</u>	Signature	<u></u>
Address	<u>2132 Van Ness Ave., 91950</u>	Date	<u>8/16/13</u>
Name	<u>MARIV CASAS</u>	Signature	<u></u>
Address	<u>2112 N AVE. N.C</u>	Date	<u>8/16/13</u>
Name	<u>Jarne Webb</u>	Signature	<u></u>
Address	<u>1091 Alexander Ave CV. CA 91911</u>	Date	<u>8-16-13</u>
Name	<u>MATT KRAMP</u>	Signature	<u></u>
Address	<u>1917 E 17th St NC CA</u>	Date	<u>8-16-13</u>
Name	<u>Salvador Duarte</u>	Signature	<u></u>
Address	<u>1820 L AVE. N.C</u>	Date	<u>8-17-13</u>
Name	<u>Abdalla Aii</u>	Signature	<u></u>
Address	<u>1720 National City</u>	Date	<u>8/16/13</u>
Name	<u>Kelon McEachrin</u>	Signature	<u></u>
Address	<u>3102 E 16th National City</u>	Date	<u>8-17-13</u>
Name	<u>Alexis Perez</u>	Signature	<u></u>
Address	<u>1929 L Ave 91950</u>	Date	<u>8-17-13</u>

ELSUPER MARKET  
1811 "L" Avenue, National City, CA 91950

TO: ABC & National City Police

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Name	<u>Angel Herrero</u>	Signature	<u>[Signature]</u>
Address	<u>2007 L AVE</u>	Date	<u>8/17/13</u>
Name	<u>Gerakine Demery</u>	Signature	<u>[Signature]</u>
Address	<u>1414 E. 15<sup>th</sup> National City</u>	Date	<u>8/17/13</u>
Name	<u>Gustavo Corona</u>	Signature	<u>[Signature]</u>
Address	<u>1306 E. 18th ST NC. CA. 91950</u>	Date	<u>08/17/13</u>
Name	<u>Alejandrina Aragon</u>	Signature	<u>[Signature]</u>
Address	<u>1805 16 st National City Ca 91950</u>	Date	<u>8/17/13</u>
Name	<u>23-13-D-AVE-NACITI</u>	Signature	<u>[Signature]</u>
Address	<u>SAMUEL-DELAZ-</u>	Date	<u>8-17-13</u>
Name	<u>Elizabeth Ponce</u>	Signature	<u>[Signature]</u>
Address	<u>1828 L ave National City</u>	Date	<u>8/17/13</u>
Name	<u>Junell Zamora</u>	Signature	<u>[Signature]</u>
Address	<u>1828 L AVE NATIONAL CITY</u>	Date	<u>8/17/13</u>
Name	<u>Jonathan Jabro</u>	Signature	<u>[Signature]</u>
Address	<u>12204 millan Anita Lane</u>	Date	<u>8/17/13</u>
Name	<u>LARRY AMADOR</u>	Signature	<u>[Signature]</u>
Address	<u>2211 16<sup>th</sup> National City</u>	Date	<u>8-17-13</u>
Name	<u>Judith Serj</u>	Signature	<u>[Signature]</u>
Address	<u>2701 App. 102</u>	Date	<u>8-17-13</u>
Name	<u>José Torres</u>	Signature	<u>[Signature]</u>
Address	<u>1617 O Dye</u>	Date	<u>8-17-13</u>
Name	<u>Juan Carlos</u>	Signature	<u>[Signature]</u>
Address	<u>5647 ALLEGHANS ST,</u>	Date	<u>08-19-13</u>



**ELSUPER MARKET**  
**1811 "L" Avenue, National City, CA 91950**

**TO: ABC & National City Police**

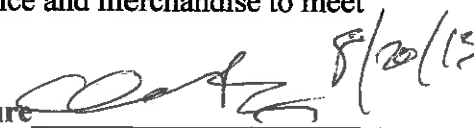

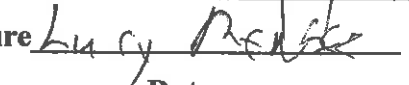



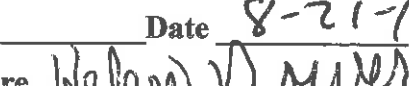

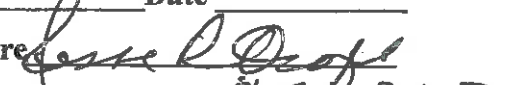



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Name	<u>OSCAR HERNANDEZ</u>	Signature	<u>[Signature]</u>
Address	<u>1941 K AVENUE National City CA 91950</u>	Date	<u>8-19-2013</u>
Name	<u>BRYAN ANALOS</u>	Signature	<u>[Signature]</u>
Address	<u>1826 E. 17TH ST NATIONAL CITY CA 91950</u>	Date	<u></u>
Name	<u>DAVID GARCIA</u>	Signature	<u>[Signature]</u>
Address	<u>29948 CONTRA COSTA TEMECULA CA</u>	Date	<u>8-19-13</u>
Name	<u>BRYAN MATTHEWS</u>	Signature	<u>[Signature]</u>
Address	<u>1306 E. 8TH ST.</u>	Date	<u>8/19/13</u>
Name	<u>Rosalva Fermin</u>	Signature	<u>[Signature]</u>
Address	<u>1464 Ave National city</u>	Date	<u>8/19/13</u>
Name	<u>Hernandez Rosina</u>	Signature	<u>[Signature]</u>
Address	<u>1102 16TH St national city</u>	Date	<u>8/19/13</u>
Name	<u>josua zapata Cortez</u>	Signature	<u>[Signature]</u>
Address	<u>1938 E 17th ST NC CA</u>	Date	<u>8/19/13</u>
Name	<u>Naara Arenar</u>	Signature	<u>[Signature]</u>
Address	<u>1720 L ave National City CA 91950</u>	Date	<u>Aug. 19. 13</u>
Name	<u>Wayne Lowdy N.C.</u>	Signature	<u>[Signature]</u>
Address	<u>1414 Parkview</u>	Date	<u>AUG 19. 13</u>
Name	<u>Mike Johnson</u>	Signature	<u>[Signature]</u>
Address	<u>PO Box 17 375 N. CA. 91912</u>	Date	<u>Aug 19/2013</u>
Name	<u>Conrado Magsanoc</u>	Signature	<u>[Signature]</u>
Address	<u></u>	Date	<u></u>
Name	<u>Joel Olmos</u>	Signature	<u>[Signature]</u>
Address	<u>1657 parkcrest way SD 92165</u>	Date	<u>8/19/2013</u>

**ELSUPER MARKET**  
**1811 "L" Avenue, National City, CA 91950**

**TO: ABC & National City Police**

We, the undersigned customers of ELSUPER Market do hereby fully support its owner's request to apply and obtain the beer & wine license to serve our needs and convenience. The owner is totally dedicated and committed to provide us with excellent service and merchandise to meet our needs and convenience.

Name <u>Angelo Perez</u>	Signature <u></u>
Address <u>1233 L Ave Apt 24</u>	Date <u>8/20/13</u>
Name <u>Adam Torres</u>	Signature <u></u>
Address <u>1973 L Ave Apt 134</u>	Date <u>8/21/13</u>
Name <u>Lucy Reyes</u>	Signature <u></u>
Address <u>1933 L Ave 91C Cel.</u>	Date _____
Name <u>Raul Smezer</u>	Signature <u></u>
Address <u>1738 Westing House</u>	Date <u>8-21-13</u>
Name <u>Javier Chavez</u>	Signature <u></u>
Address <u>1045 Bay Blvd Suite A Chula Vista</u>	Date <u>8/21/13</u>
Name <u>Rosario Lopez</u>	Signature <u></u>
Address <u>1229 E 15TH Apt # 29</u>	Date <u>8-21-13</u>
Name <u>Rodriguez Garcia</u>	Signature <u></u>
Address <u>2760 Euclid Ave</u>	Date <u>8-21-13</u>
Name <u>Heleni Nouvel</u>	Signature <u></u>
Address <u>2135 L Ave.</u>	Date <u>8-21-13</u>
Name <u>Guillermo Valdez</u>	Signature <u></u>
Address <u>9991 Market</u>	Date _____
Name <u>Jesse Orozco</u>	Signature <u></u>
Address <u>1414 Roosevelt Ave UC</u>	Date <u>8-21-2013</u>
Name <u>JAIMIE Gonci</u>	Signature <u></u>
Address <u>18 Store 1225</u>	Date <u>8-21-20</u>
Name <u>Roger Neads</u>	Signature <u></u>
Address <u>1444 E. 20th St N.C.</u>	Date <u>8/21/13</u>

**ELSUPER MARKET**  
**1811 "L" Avenue, National City, CA 91950**

**TO: ABC & National City Police**

We, the undersigned customers of ELSUPER Market do hereby fully support its owner's request to apply and obtain the beer & wine license to serve our needs and convenience. The owner is totally dedicated and committed to provide us with excellent service and merchandise to meet our needs and convenience.

Name	<u>CARLOS GARCIA.</u>	Signature	<u>Carlos Garcia</u>
Address	<u>1811 L. Ave., N.C.</u>	Date	<u>8/21/13</u>
Name	<u>Yhonne Lovelace</u>	Signature	<u>Yhonne Lovelace</u>
Address	<u>17044 Parkway Blvd. La Mesa, Ca. 91940</u>	Date	<u>8/22/2013</u>
Name	<u>Roselia Carrasco</u>	Signature	<u>Roselia Carrasco</u>
Address	<u>1811 L Ave National City CA 91950</u>	Date	<u>8/22/13</u>
Name	<u>Julia Wang</u>	Signature	<u>Julia Wang</u>
Address	<u>10547 Cantel</u>	Date	<u>8/22/13</u>
Name	<u>Conless Uen</u>	Signature	<u>Conless Uen</u>
Address		Date	
Name	<u>Mark D'Antoni</u>	Signature	<u>Mark D'Antoni</u>
Address	<u>2965 Morningview St. San Diego CA 92139</u>	Date	<u>8/22/13</u>
Name	<u>VICTOR ASUNCION</u>	Signature	<u>Victor Asuncion</u>
Address	<u>2039 L' AVE. NATIONAL CITY CA. 91950</u>	Date	<u>8/23/13</u>
Name	<u>Jesse R.</u>	Signature	<u>Jesse R.</u>
Address	<u>1025 E 18th N.C CA 91950</u>	Date	<u>8-23-13</u>
Name	<u>FRANCISCO LORES</u>	Signature	<u>Francisco Lores</u>
Address	<u>1937 L AVE N.C. CA 91950</u>	Date	<u>8-23-13</u>
Name	<u>Mercedes Ponce</u>	Signature	<u>Mercedes Ponce</u>
Address	<u>1828 L AVE National City CA. 91950</u>	Date	<u>8-23-13</u>
Name	<u>Elizabeth Ponce</u>	Signature	<u>Mercedes Ponce</u>
Address	<u>1828 L AVE National City CA 91950</u>	Date	<u>8-23-13</u>
Name	<u>Carlo Soriano</u>	Signature	<u>Elizabeth Ponce</u>
Address	<u>1821 J Ave Apt B National City</u>	Date	<u>8-23-13</u>

**ELSUPER MARKET**  
**1811 "L" Avenue, National City, CA 91950**

**TO: ABC & National City Police**

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Name <u>Zandybell Jorocz</u>	Signature <u>Zandybell Jorocz</u>	Date <u>8/23/13</u>
Address <u>1899 Jay apt D</u>		
Name <u>Rafael Rodriguez Baris</u>	Signature <u>Rafael</u>	Date <u>8-23-13</u>
Address <u>1802 K Ave #2</u>		
Name <u>Ignacio Romero</u>	Signature <u>Ignacio</u>	Date <u>8-25-013</u>
Address <u>1224 Street 18</u>		
Name <u>Fidel Bortler</u>	Signature <u>Fidel</u>	Date <u>8/25/13</u>
Address <u>178 Carver st - Chula</u>		
Name <u>Amber Caravez</u>	Signature <u>Amber</u>	Date <u>8/23/13</u>
Address <u>1815 L Ave. National City, Ca 91950</u>		
Name <u>Luis Spon</u>	Signature <u>Luis</u>	Date <u>8-25-13</u>
Address <u>5960 Tommac St</u>		
Name <u>Lidia Dguitar T</u>	Signature <u>LDT</u>	Date <u>8-25 2013</u>
Address <u>1318 National city city 91950</u>		
Name <u>Eli Ponce</u>	Signature <u>Eli Ponce</u>	Date <u>8-26-13</u>
Address <u>1828 L Ave NC 91950</u>		
Name <u>Ferrera Gonzalez</u>	Signature <u>Ferrera</u>	Date <u>8-26-13</u>
Address <u>1539 F St</u>		
Name <u>Belen Espinoza</u>	Signature <u>Belen</u>	Date <u>8/28/13</u>
Address <u>1816 2 St Dye</u>		
Name <u>Sasha Vilalponde</u>	Signature <u>Sasha</u>	Date <u></u>
Address <u>1374 Stany way, 92159</u>		
Name <u>Tracy White CA</u>	Signature <u>Tracy White</u>	Date <u>8-27-13</u>
Address <u>1533 Honeysuckle Ln</u>		

**ELSUPER MARKET**  
1811 "L" Avenue, National City, CA 91950

TO: ABC & National City Police

We, the undersigned customers of ELSUPER Market do hereby fully support its owner's request to apply and obtain the beer & wine license to serve our needs and convenience. The owner is totally dedicated and committed to provide us with excellent service and merchandise to meet our needs and convenience.

Name Jon Cross Signature Jon Cross  
Address 3178 L Ave #11 N.C. Date 8-27-13

Name Lily Brodbeck Signature lily brodbeck  
Address 2355 Litchfield San Diego 92154 Date 8/28/13

Name Fernando Jacobs Signature Fernando Jacobs  
Address 1937 L Ave National City Date 8-28-13

Name Manuel Salazar Signature Manuel Salazar  
Address 1306 E 18th St National City 91950 Date 8-29-13

Name Eric Carda Signature Eric Carda  
Address 1957 L Ave National City CA Date 8-29-13

Name Cesar Limon Signature Cesar Limon  
Address 1102 E 16th Street National City Date 8-29-13

Name Adan Rangel Signature Adan Rangel  
Address 1417 L Ave N.C CA 91950 Date 8/29/13

Name Olga Robert Gomez Signature Olga Robert Gomez  
Address 1829 H Avenue Date 8-29-2014

Name Buger Tommy Signature Buger Tommy  
Address 395 68 St 92109 Date 8-30-13

Name MELVIN WATKINS Signature Melvin Watkins  
Address 2192 H W 6th Date

Name Adriana Esquivos Signature Adriana Esquivos  
Address 1029 E 18 St Date 08-30-2013





**ELSUPER MARKET**

1811 "L" Avenue, National City, CA 91950

**TO: ABC & National City Police**

We, the undersigned customers of ELSUPER Market do hereby fully support its owner's request to apply and obtain the beer & wine license to serve our needs and convenience. The owner is totally dedicated and committed to provide us with excellent service and merchandise to meet our needs and convenience.

Name SERGIO NOG Signature [Signature]  
 Address 1765 L AVE NATIONAL CITY, CA Date 9-08-13

Name Elva Roldan Signature [Signature]  
 Address 12241 18th St Date 9-8-13

Name FELIX CASTILLO Signature \_\_\_\_\_  
 Address 1102 E 11th St National City Date 9-8-13

Name DAVID SERRIO Signature [Signature]  
 Address 1765 L AVE - N.C. Date 9-8-13

Name EIVA NOG Signature [Signature]  
 Address 1224 18th - N.C. Date 9-8-13

Name Rich Castro Signature [Signature]  
 Address 2110 L Ave Date 9/8/2013

Name RANOK PERIAS Signature [Signature]  
 Address 600 SPRINGWAY LN Date 9/8/13

Name Kenneth Holt Signature [Signature]  
 Address ~~222~~ 222 North Belmont Ave Date 9/8/13

Name Kerrin Wood Signature [Signature]  
 Address 222 NORTH BELMONT AVE Date 9-8-13

Name Ernesto Aragon Jr Signature [Signature]  
 Address 1615 120th Avenida AZ Date 9/8/13

Name Maribel Newman Signature [Signature]  
 Address 307 Kingswood St S.D. CA 92114 Date 9-8-13

Name Edgar Arturo D-T Signature [Signature]  
 Address 1303 78th ST NATIONAL CITY Date 9-10-13

*m*



CITY OF NATIONAL CITY - PLANNING DEPARTMENT  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**NOTICE OF PUBLIC HEARING**

CONDITIONAL USE PERMIT FOR THE SALE OF BEER AND WINE  
FOR OFF-SITE CONSUMPTION AT AN EXISTING MARKET  
(EL SUPER MARKET) LOCATED AT 1811 "L" AVENUE.  
CASE FILE NO.: 2013-27 CUP  
APN: 561-210-32

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, December 16th, 2013**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Rodel Chalabi)

The applicant is requesting to sell beer and wine for off-site consumption from an existing neighborhood market (El Super Market) between the hours of 9:00 a.m. and 9:00 p.m. seven days a week.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 12:00 p.m., **December 16th, 2013**, who can be contacted at 619-336-4310 or [planning@nationalcityca.gov](mailto:planning@nationalcityca.gov)

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

BRAD RAULSTON  
Executive Director



## Environmental Scan For Alcohol License Upgrade

### El Super Market

1811 L Avenue, National City, CA 91950

December 13, 2013



Photo of El Super Market, Ice Cream/Smoothie Store and Laundromat



Google Earth View of 1811 L Avenue and Surrounding Area

This proposed liquor license is for the El Super Market, located at 1811 L Avenue in National City. The business is located at the Southeast corner of East 18<sup>th</sup> Street and L Avenue in National City. The Census Tract is 0121.01. The applicant is applying for new license to sell Beer and Wine, a type 20, Off Sale Liquor License for consumption off of the premises where sold. Highland Avenue is located approximately 2 blocks West of the address. L Avenue and East 18<sup>th</sup> Street are the boundary lines for other, existing liquor outlets in adjoining Census tracts. An environmental scan was conducted on Wednesday, December 11<sup>th</sup> and Friday, December 13, 2013. Community input was also gathered from residents and businesses in very close proximity to El Super Market on these two dates. The business is applying for a Conditional Use Permit from the City of National City and also for a liquor license from the California Department of Alcoholic Beverage Control.

The business is a small neighborhood convenience type store with sales of grocery and sundry items. During a scan of the business and property the following was noted:

The business is one of three small businesses located in one strip of property, surrounded by single-family residences and multi-family residences. The other two businesses consist of a business selling Smoothies, Sandwiches, Fruit Salads and Ice Cream located adjacent to the El Super Market and a Laundromat. All three

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businesses have interior doors that can be opened to allow customers to walk between the businesses while inside of the main structure.

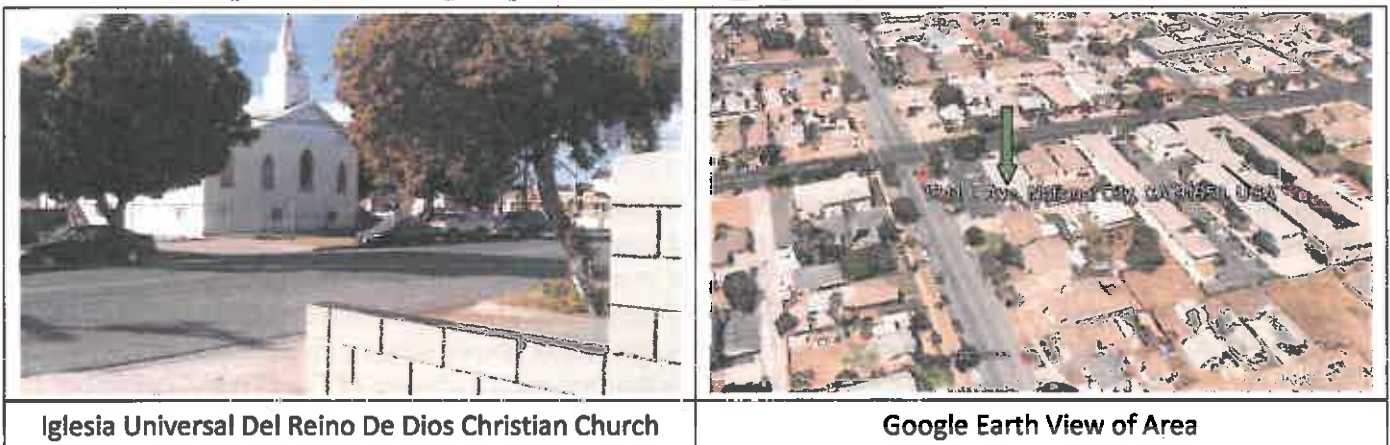
A church, Iglesia Universal Del Reino De Dios Christian Church, is located directly across the street at 1136 East 18th Street. The distance between the church and the entrance into the El Super Market is 134 feet, as measured using Google Earth images and measuring tool. The church advertises three daily services, 10:00 am, 4:00 pm and 7:00 pm during the week (Monday – Friday), and two services at 9:30 am and 6:00 pm on Sundays. Additionally, several residences appear to be well within 100 feet of the market, including single family homes and multi-unit housing. This is important information to note, due to licensing information from the California Department of Alcoholic Beverage Control (ABC) website. The following information can be found on the ABC website, under frequently asked questions:

**Q. 18. How many feet must licensed premises be from a church, a school, or residences?**

**A. The law says ABC may deny any retail license located (a) within the immediate vicinity of churches and hospitals, or (b) within at least 600 feet of schools, public playgrounds and nonprofit youth facilities. Generally, ABC will deny a license in the above situations when there is evidence that normal operation of the licensed premises will be contrary to public welfare and morals. Mere proximity by itself is not sufficient to deny the license.**

**ABC will not license a new retail location within 100 feet of a residence unless the applicant can establish that the operation of the proposed premises will not interfere with the quiet enjoyment of the property by residents. (Section 23789 and Rule 61.4)**

**(Source: [http://www.abc.ca.gov/questions/licenses\\_faq.html](http://www.abc.ca.gov/questions/licenses_faq.html))**





1827 L Avenue



Google Earth View of Area and Proximity to Housing

During a scan of the business, some graffiti was noticed. These areas were at the front of the business on a wall extending from the South side of the business. This graffiti was on a wall separating a driveway to three residences located next door to the business. This graffiti could be evidence of loitering in the business parking lot. Broken glass was also observed at the base of the same wall. Additional graffiti appeared to be partially covered by a banner advertising the El Super Market. In the parking lot in front of the business some small trash items and broken glass were observed. On the North side of the building, by the Laundromat, additional graffiti was observed.



El Super Market Parking Lot and Wall with Advertisements in Parking Lot



Graffiti on Wall and Broken Glass Separating Business from Residences



Wall with Graffiti Partially Covered by El Super Banner



Graffiti on Wall Separating Business from Residences



Graffiti on North Side of Laundromat Exterior Wall and Electrical Box



Broken Glass at Base of Wall Separating El Super Parking Lot from Residences

Additional graffiti was observed on a dumpster in the Southeast corner of the Iglesia Universal Del Reino De Dios Christian Church parking lot, directly across the street from El Super Market. Part of the graffiti on the dumpster reads "Block Boys Zone".



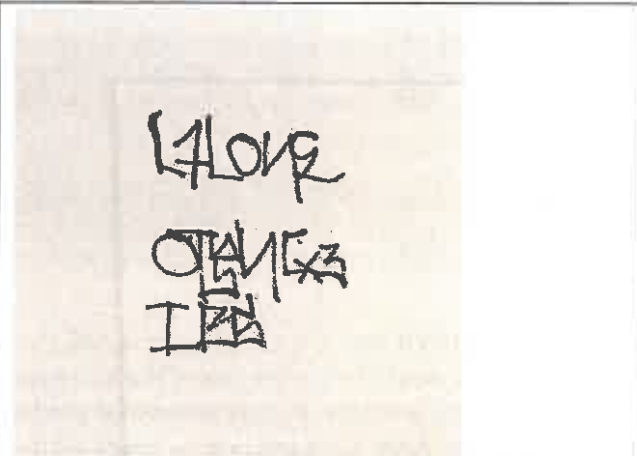


Graffiti on Church Dumpster



Graffiti on Church Dumpster

Graffiti in the allies both to the North and West of the El Super Market and within 1/2 block of the area suggest there is possible street gang activity (OTNC) and loitering in the immediate area. Some of the areas with graffiti showed evidence of areas being repainted.





The required notice for the business ABC Liquor License application for El Super Market was not easily observed and was located near the top of the entrance to the business, above and to the right of the open security door. Inside the business, a small amount of produce, meat, dairy and egg products were observed. The produce, meat and dairy products occupy space within two cooler doors of the eleven cooler doors currently in use.



ABC License Application Sign Underneath Green Arrow



Cooler Doors with Produce, Meat, Dairy and Eggs

## Youth Sensitive Areas

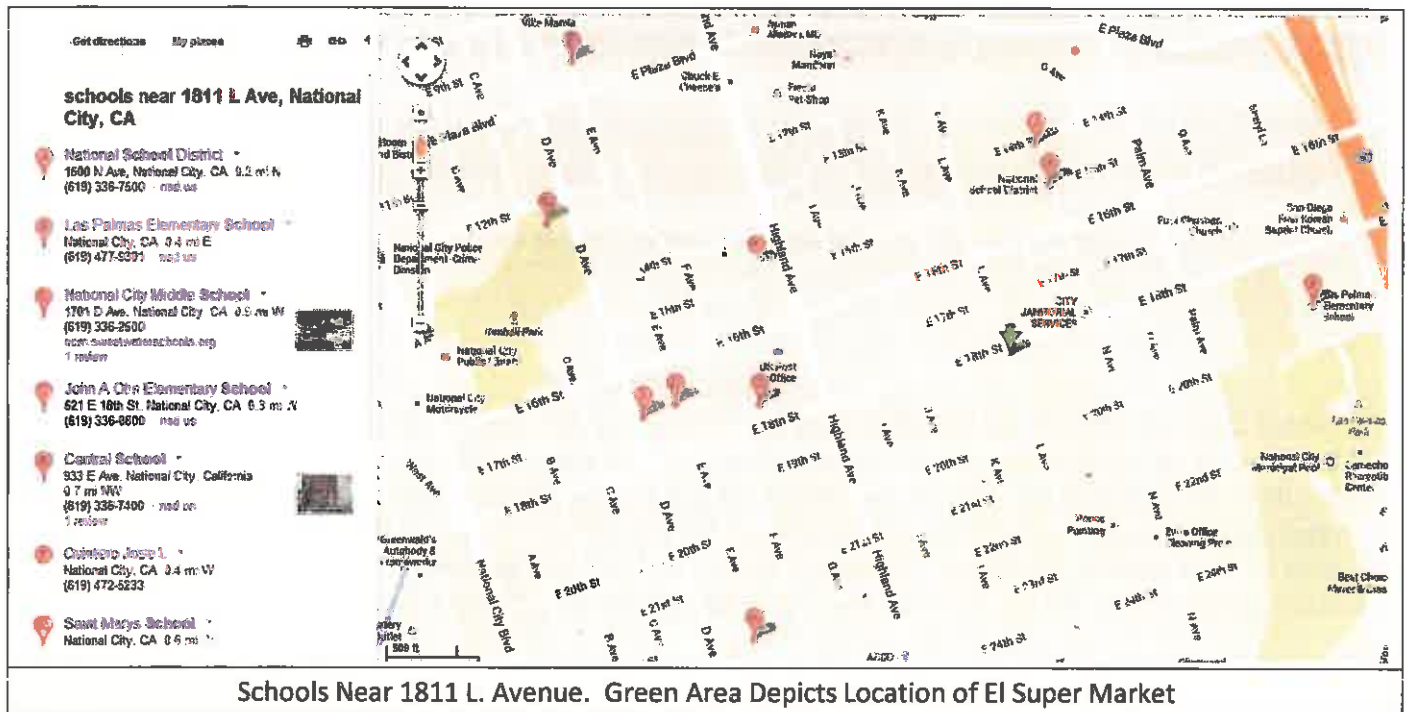
The location is located near youth sensitive areas and along one of the major walkways for students attending schools in the area.

Las Palmas Elementary School, located at 1900 East 18<sup>th</sup> Street is ½ mile East of the El Super Market. The school has 700 students in grades pre-kindergarten through 6<sup>th</sup> grade.

John A. Otis Elementary School, located at 621 E 18th St, National City, is four tenths of a mile West of El Super Market. The school has 475 students in grades pre-kindergarten through 6<sup>th</sup> grade.

The Iglesia Universal Del Reino De Dios Christian Church located across the street from the El Super Market at 1136 East 18th Street, offers child daycare while services are held in the building.

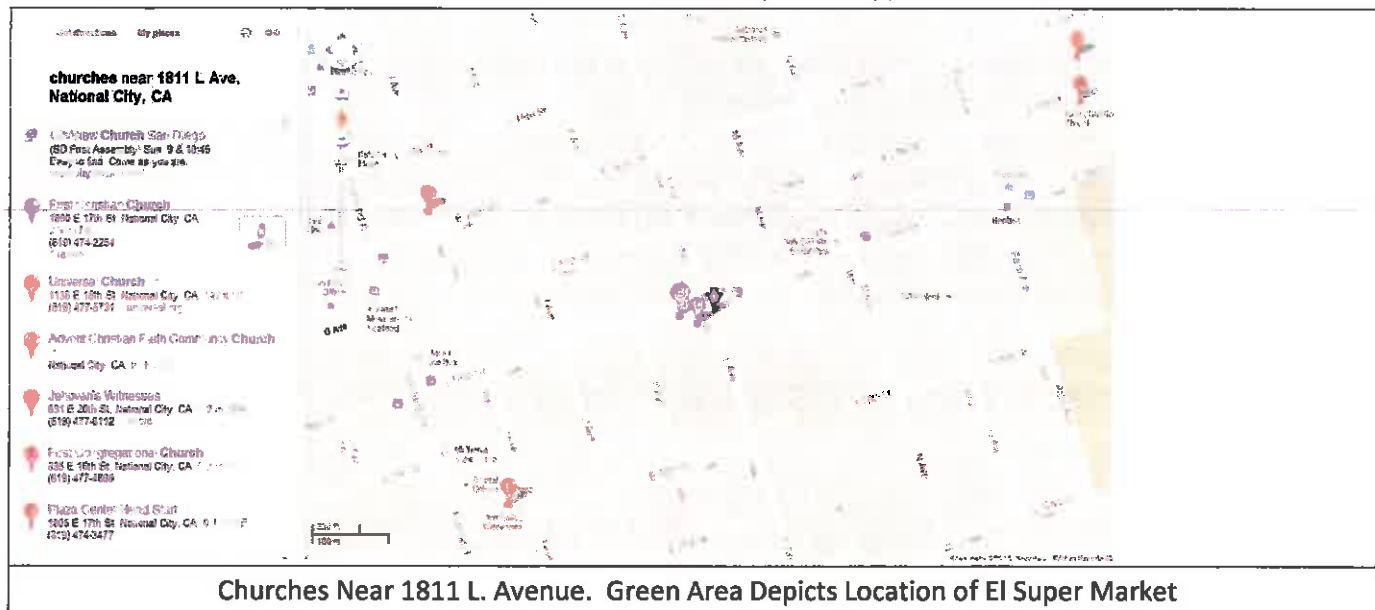
National City Middle School is nearby and West of the applicants locations, across Highland Avenue





## Churches

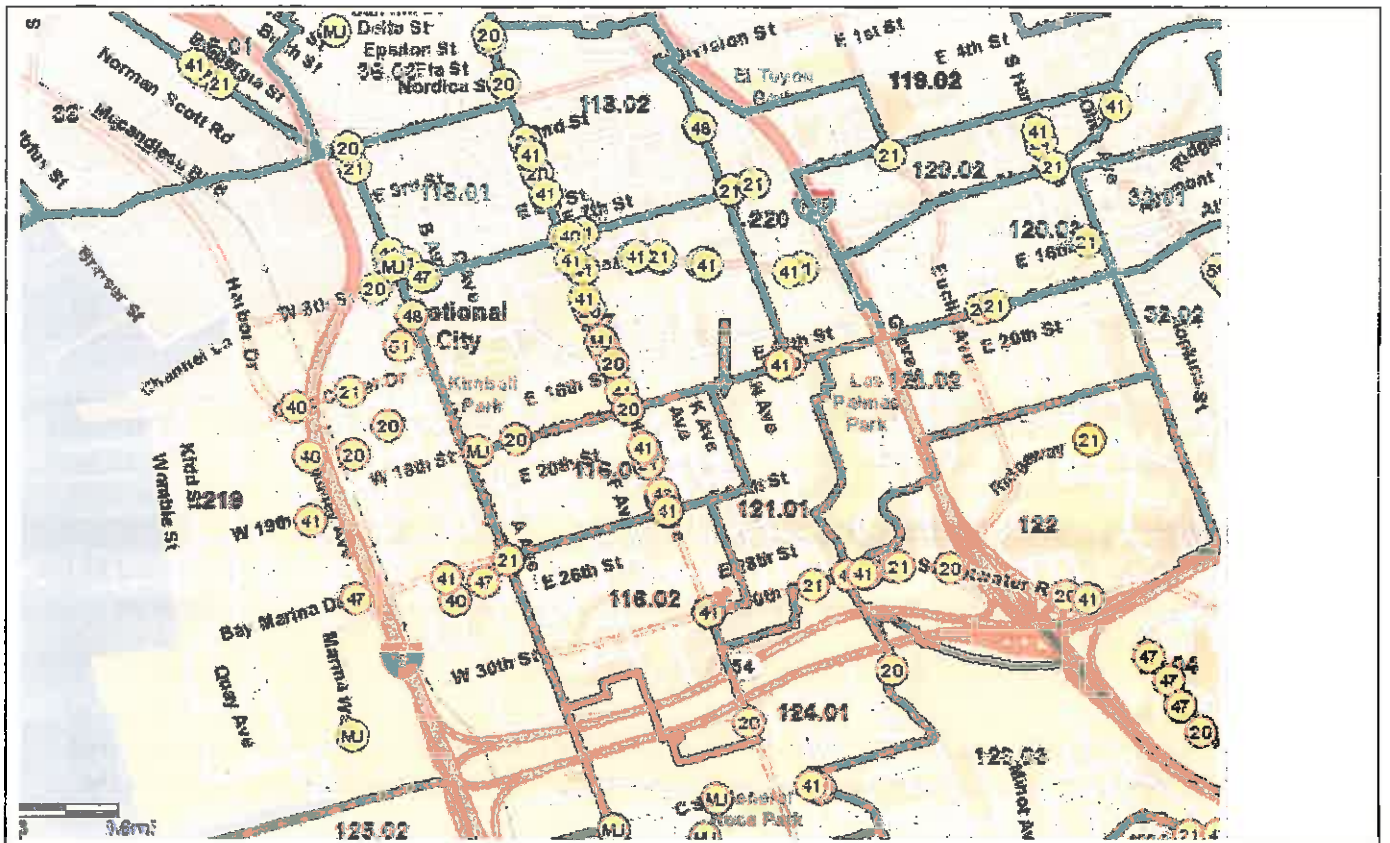
A Google search shows several churches are in close proximity to the applicant's location:



## Outlet Density

Census Tract 0121.01 is **at the allowable number** of Off Sale liquor outlets for the ration established by the California Department of Alcoholic Beverage Control in relation to the existing Census Tract population. Adding an additional Off Sale liquor outlet would result in **an undue concentration that exceeds the ratio of off-sale retail licenses to population**. The ABC allowable number for Off Sale outlets in the Census Tract is one liquor outlets. **The actual number is one license**. Additional Off Sale liquor Outlets (Type 20 and Type 21 Licenses) are in close proximity, within ¼ mile of the applicant's location and in a different Census Tract.





**Red Pin** in Census Tract 121.01 Depicts Location of El Super Market at 3007 Highland Avenue (Existing Type 21 License for Sales of Beer, Wine and Distilled Spirits)

**Green Arrow** Depicts Applicant's Location for their "El Super Market" at 1811 L Avenue

**Yellow Circles** Depict Existing Alcohol Outlets in Other Census Tracts

Map from ABC.CA.Gov Website Showing Alcohol Outlets in National City

### Census Tracts

	Off-Sale	On-Sale
<b>Census Tract 0121.01</b> <i>Establishment is within this tract</i>	Allowed: 1 Actual: 1 Number Above/Below Allowable: -	Allowed: 2 Actual: 3 Above/Below: <b>+1</b>
<b>Neighboring Census Tracts as of August, 2013</b>		
Tract 116.01	Allowed: 4 Actual: 6 Number Above/Below Allowable: <b>+2</b>	Allowed: 7 Actual: 10 Above/Below: <b>+3</b>
Tract 116.02	Allowed: 2 Actual: 3 Number Above/Below Allowable: <b>+1</b>	Allowed: 3 Actual: 1 Above/Below: <b>-2</b>
Tract 117	Allowed: 4 Actual: 9 Number Above/Below Allowable: <b>+5</b>	Allowed: 7 Actual: 12 Above/Below: <b>+5</b>

## Crime Rate

The crime rate for Beat 23 in 2012, was 112%. This Beat includes the El Super Market. Beat 23 has the highest crime rate in the city. In 2011, the crime rate for Beat 23 was 108% and this was the second highest crime rate in the city. The crime rate has increased by 4% over the past year (2011 to 2012). A crime rate of 120% is considered a High Crime area.

## Community Input

All community input was received from the immediate area of the El Super Market and obtained on December 11<sup>th</sup> and December 13, 2013. Overall, the residents contacted were not in favor of the business selling alcohol.

### Community Input Against Alcohol License (15 total):

A parent with two children under age ten lives next door to the El Super Market. The concern expressed by the parent was about alcohol related harm, especially drunks at night. The parent does not want the license application approved.

Another resident said their family knows the harm from alcohol and expressed concern about the number of liquor outlets for our next generation. The resident noted there is a Laundromat frequented by parents with children and an ice cream/fruit bar store next door to the El Super Market. The resident does not want the license application approved.

A parent was concerned about young kids going to the El Super Market alone and for teenagers who may ask adults to buy alcohol for them. The parent noted Las Palmas Elementary School and Otis Elementary School are in the immediate area. These students along with students from National City Middle School are frequent after school visitors to the market. The parent does not want the license application approved.

A resident said they do not want the El Super Market to sell alcohol. They are concerned about youth having access to alcohol by asking adults to buy it for them. The resident does not want the license application approved.

Another resident noted the market has been there for at least 37 years and there have been no alcohol sales at the market during this time period. The resident noted they have observed people drinking alcohol in the parking lot of the market, even without having alcohol sold from the market. The resident also noted the prices at the market are higher than items purchased at other stores. The resident is not in favor of the business selling alcohol.

Another resident with several children who play outside near the market was concerned about the safety of the children. The resident was also concerned about people hanging around in the parking lot and surrounding area, especially at night. The resident does not want the license application approved.

Another resident said the license to sell alcohol at the market would not be good for the area. There are lots of kids in the housing around the market. There are "street people" who currently frequent the area to recycle empty cans of beer. The resident was concerned about people drinking in public in the immediate area.

A resident noted there is already a 7-11 store just down the street and there are too many kids living in the area. As a parent, they are concerned about safety of kids going to the store. The parent said they would no longer

send their teenage child to the store if it starts to sell alcohol. The parent does not want the license application approved.

A resident with young children will not send them to the market after 6:00 pm because the parent does not like the people hanging out in the parking lot. The parent won't go to the Laundromat in the evening for the same reason. The parent noted concerns regarding the business operations of the previous owner and understands the market could be operated by someone who was not responsible. The parent said they would not go to the business at all if alcohol were sold and said there is a 7-11 just down the street as well as a liquor store. The parent does not want the license application approved.

A resident said it is not a good idea to sell alcohol, noting that sometimes kids ask adults to buy alcohol for them. The resident has seen kids ask adults to buy alcohol at other businesses. The resident does not want the license application approved.

Another resident said the market should not have sales of alcohol due to the number of kids who currently go to the market. The resident does not want the license application approved.

A resident questioned why the city even allowed the alcohol license to be considered due to a church being located just across the street and within 600 feet of the business. The resident does not want the license application approved.

Two residents with grandchildren have lived in the area for 40 years. The grandparents raised their own children in the neighborhood and now care for their grandchildren. The grandparents noted that over the past 40 years there has been a laundry and dry cleaners in the shopping center without sales of alcohol. The grandparents are concerned about the safety of the many parents and kids who currently shop at the market and use the Laundromat. The grandparents do not want the license application approved.

Another resident has lived in the area for over 20 years. They noted there is a lot of police activity in the area and does not want the possibility of drunks walking in the neighborhood. The resident does not want the license application approved.

**Community Input Okay With Denial or Approval of Alcohol License (2 Total):**

Two residents said they were okay either way with the license being approved or denied.

**Community Input for Approval of Alcohol License (7 Total):**

Two residents said they were okay with the business selling beer and wine

A resident said they were okay with sales and commented that there is already wine and alcohol for sale everywhere.

A resident was okay with sales of alcohol and commented her husband currently has to walk to the nearby 7-11 or Wal-Mart to purchase beer.

A resident was in favor of sales of alcohol from the market and commented that people who have already been drinking could walk to the store instead of driving the short distance to other nearby stores that sell alcohol.

A business owner said he had no objection to sales of alcohol from the market because business has been bad in the area and hoped this would increase sales. The business owner commented that approximately 85% of his

customers are women and he did not want them to be put in a position where they were asked to give money to people panhandling. He said this could put his customers in a difficult situation and they may feel they have to give the person money for their own personal safety or the safety of their children. The owner said he was confident the National City Police Department could and would respond to any alcohol related harm in the area of his business. He noted it was illegal to consume alcohol in public areas and inside of his business.

The Pastor of the Iglesia Universal Del Reino De Dios Christian Church said they have daily mass, daycare, bible study and prayer meetings. At the prayer meetings he noted that people with addictions from alcohol and drugs can ask for prayers for help. The pastor said he is in favor of the El Super Market having a license to sell beer and wine.

## Considerations

Census tract 0121.01 currently has one off-sale license. The allowable number by ABC for this census tract, based by population is one and the census tract is currently at the allowable maximum set by ABC. The existing off-sale license is a type 21 and allows for sales of beer, wine and distilled spirits.

Census tract 0121.01 (within beat 23), currently has the highest crime rate in National City with a crime rate of 112% in the year 2012. This is an increase of four percent from the 2011 crime rate. A crime rate of 120% is considered a "High Crime Area".

Some existing residential housing is within 100 feet of the proposed license location. ***ABC will not license a new retail location within 100 feet of a residence unless the applicant can establish that the operation of the proposed premises will not interfere with the quiet enjoyment of the property by residents. (Section 23789 and Rule 61.4)***

The Iglesia Universal Del Reino De Dios Christian Church is within 600 feet of the proposed license location.

**RESOLUTION NO. 2-2014**

**A RESOLUTION OF THE PLANNING COMMISSION OF  
THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A  
CONDITIONAL USE PERMIT FOR THE SALE OF BEER AND WINE  
FOR OFF-SITE CONSUMPTION AT AN EXISTING MARKET  
(EL SUPER MARKET) LOCATED AT 1811 "L" AVENUE.  
CASE FILE NO. 2013-27 CUP  
APN: 561-210-32**

**WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for the sale of beer and wine for off-site consumption at an existing market (el super market) located at 1811 "L" Avenue at a duly advertised public hearing held on December 16, 2013, at which time oral and documentary evidence was presented; and,**

**WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2013-27 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,**

**WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,**

**WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.**

**NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on December 16, 2013, support the following findings:**

- 1. That the site for the proposed use is adequate in size and shape, since the proposed use is an accessory use to an existing neighborhood market in an existing commercial center and the sale of beer and wine is not expected to increase the demand for parking on the property.**
- 2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, since East 18<sup>th</sup> Street is classified as a collector street in the Circulation Element, and the sale of beer and wine for off-site consumption is not expected to result in an appreciable increase in traffic.**
- 3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, since the proposed use is compatible with other similar businesses located nearby and within a quarter-mile of the property; and since the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.**



4. That the proposed use is deemed essential and desirable to the public convenience and welfare, since it will contribute to the continued viability of a neighborhood market, an established and allowed use in the applicable mixed-use zone.
5. That public convenience and necessity may be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

#### General

1. This Conditional Use Permit authorizes the sale of beer and wine for off-site consumption at an existing market located at 1811 "L" Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, case file no. 2013-27 CUP, dated 10/24/2013.
2. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Municipal Code.
3. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
4. This Conditional Use Permit may be revoked if the Permittee is found to be in violation of Conditions of Approval.
5. Before this Conditional Use Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Executive Director that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

#### Planning

6. The sale of alcoholic beverages shall be limited to between the hours of 9:00 a.m. and 10:00 p.m. seven days a week.
7. All beer and wine products shall be stored in the rear cooler or rear shelving areas. No alcohol products shall be stored in proximity to the store entrance.
8. The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
9. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.

10. Wine shall not be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
11. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
12. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the Permittee.
13. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
14. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
15. The Permittee shall post signs in compliance with the requirements and specifications of subsection B of section 10.30.070 on each exterior wall of the licensed premises that faces a vehicle parking lot, to read as follows:

**“WARNING**

It is unlawful to drink an alcoholic  
beverage or to possess an open alcoholic  
beverage container in public or in a public parking lot.  
NCMC\_10.30.050 and\_10.30.060.”

16. Containers of alcoholic beverages may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
17. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
18. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The Permittee shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
19. Every employee of the Permittee, including ownership and management, shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to commencing alcohol sales. As part of the RBSS training, the Permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
20. No tobacco-related or drug-related paraphernalia is to be sold on the premises.



Police

21. Permittee shall comply with all regulatory provisions of the Business and Professions Code that pertain to the sale, display and marketing or merchandising of alcoholic beverages.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

**CERTIFICATION:**

This certifies that the Resolution was adopted by the Planning Commission at their meeting of January 13, 2014, by the following vote:

**AYES:** Baca, Pruitt, Flores, Bush, Alvarado

**NAYS:** Garcia

**ABSENT:** DeLa Paz

**ABSTAIN:** None

  
\_\_\_\_\_  
CHAIRPERSON

# El Super Market

## Conditional Use Permit for Beer and Wine

1206 E 18th Street  
San Diego, CA 91950

Conditional Use Permit  
for  
Beer and Wine

1206 E 18th Street  
San Diego, CA 91950

### PROJECT DIRECTORY

**GENERAL CONTRACTOR**  
 NAME: JABRO, ISMARIA JABRO  
 ADDRESS: 1206 E 18TH STREET  
 NATIONAL CITY, CA 91950  
 XXX  
**RESIDENTIAL ENGINEER**  
 NAME: DANHOOD  
 ADDRESS: 1206 E 18TH STREET  
 NATIONAL CITY, CA 91950  
 XXX  
**ELECTRICAL**  
 NAME: JOSE N. MARTINEZ  
 ADDRESS: 1206 E 18TH STREET  
 NATIONAL CITY, CA 91950  
 XXX  
 PHONE: (619) 252-0829  
 FAX: XXX

### SHEET INDEX

#### ARCHITECTURAL

T-1 TITLE SHEET  
 T-2 PICTURES  
 A-0 SITE PLAN

EXHIBIT A  
 CASE FILE NO. 2013-27 CUP  
 DATE 10/24/2013

*File Copy*

### PROJECT INFORMATION

PROJECT ADDRESS: 1206 E 18TH STREET  
 NATIONAL CITY, CA 91950  
 BUILDING TYPE: TYPE Y (SPRINKLER)  
 ASSESSOR PARCEL No: 561-210-53-00  
 BUILDING CODE: 2C01 IBC / 2010 CBC.  
 OCCUPANCY: 'B' / H MERCANTILE

### VICINITY MAP



### SCOPE OF WORK

TO OBTAIN A CONDITIONAL USE PERMIT FOR THE SALE OF BEER AND WINE

PLANNING AND DESIGN

5045 Wilshire at Ste. 9 San Diego, CA 92121, Tel: (619) 437-0951, Fax: (619) 437-4322

PROJECT NO.	2013-27 CUP
DATE	10/24/2013
PROJECT NAME	El Super Market
CLIENT	JABRO, ISMARIA
ADDRESS	1206 E 18TH STREET NATIONAL CITY, CA 91950
PHONE	(619) 252-0829
FAX	XXX
DESIGNER	PLANNING AND DESIGN
SCALE	AS SHOWN
DATE	10/24/2013
DRAWN BY	XXX
CHECKED BY	XXX
APPROVED BY	XXX
DATE	10/24/2013

Conditional Use Permit  
for  
Beer and Wine  
1206 E 18th Street  
San Diego, CA 92160

6042 Highway 91 Ste. 0 San Diego, CA 92121 Tel: 619-457-4751 Fax: 619-457-4532  
www.address.com/submit/submit.html

PLANNING AND DESIGN

PROJECT NO.	1206 E 18th Street
CLIENT	1206 E 18th Street
DATE	12/15/15
SCALE	AS SHOWN
DESIGNED BY	PLANNING AND DESIGN
DRAWN BY	PLANNING AND DESIGN
CHECKED BY	PLANNING AND DESIGN
DATE	12/15/15



CORNER PICTURE BETWEEN 18th AND L



PARKING LOT



INSIDE ESTABLISHMENT



INSIDE ESTABLISHMENT



L STREET FRONT VIEW



PARKING LOT



INSIDE ESTABLISHMENT



INSIDE ESTABLISHMENT



L STREET FRONT VIEW



CORNER PICTURE BETWEEN 18th AND L



PARKING LOT



INSIDE ESTABLISHMENT

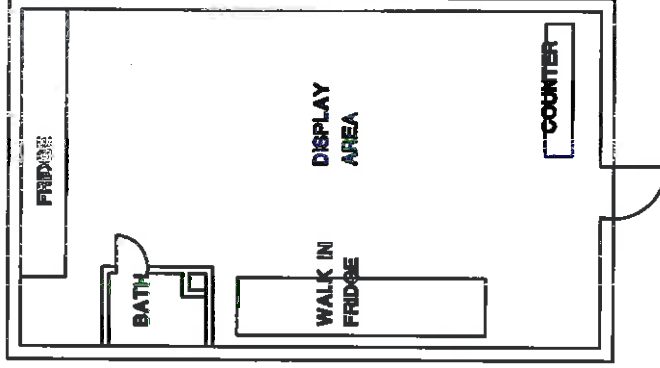


**SITE PLAN**

NOT TO SCALE

**FLOOR PLAN**

NOT TO SCALE



**Conditional Use Permit  
for  
Beer and Wine**  
**1206 E 18th Street  
San Diego, CA 92106**

PLANNING AND DESIGN

5422 Mirror Dr Ste 2 San Diego, Ca 92121 Tel: 619-594-4400 Fax: 619-594-4488  
San Diego, Ca 92108

Project Information	
NO. 001	PROJECT NUMBER
DATE	ISSUE DATE
PROJECT NAME: NATIONAL CENTER 1206 E 18th ST, SAN DIEGO, CA 92106 CLIENT: BUREAU OF LAND MANAGEMENT 9500 GENSLER DRIVE, SAN DIEGO, CA 92121 SCALE:	
DRAWN BY: [Signature] CHECKED BY: [Signature] DATE:	
SHEET NO. 1 OF 1	



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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.**

**ITEM TITLE:**

Notice of Decision – Planning Commission approval of a Conditional Use Permit for a Wireless Communications Facility located at 2415 East 18th Street. (Applicant: Verizon Wireless) (Case File 2013-26 CUP)

**PREPARED BY:**  Martin Reeder, AICP

**DEPARTMENT:** Planning

**PHONE:** 336-4313

**APPROVED BY:** 

**EXPLANATION:**

The project site is located at the northeast corner of East 18<sup>th</sup> Street and Euclid Avenue in the Minor Mixed-Use Corridor (MXC-1) zone, on a property developed with a 2,800 square-foot retail commercial building and a 21-space parking lot. The applicant proposes to install a 40-foot tall faux broadleaf tree and two equipment enclosures – a 217 square-foot equipment enclosure and a 194 square-foot generator enclosure. Tree-mounted equipment includes twelve 6-foot tall panel antennas and a 4-foot diameter microwave dish.

Planning Commission conducted a public hearing on January 13, 2014. Commissioners asked questions regarding conditions of approval and the design of the facility. The Commission voted to approve the Conditional Use Permit based on required findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures)

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

**STAFF RECOMMENDATION:**

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

**BOARD / COMMISSION RECOMMENDATION:**

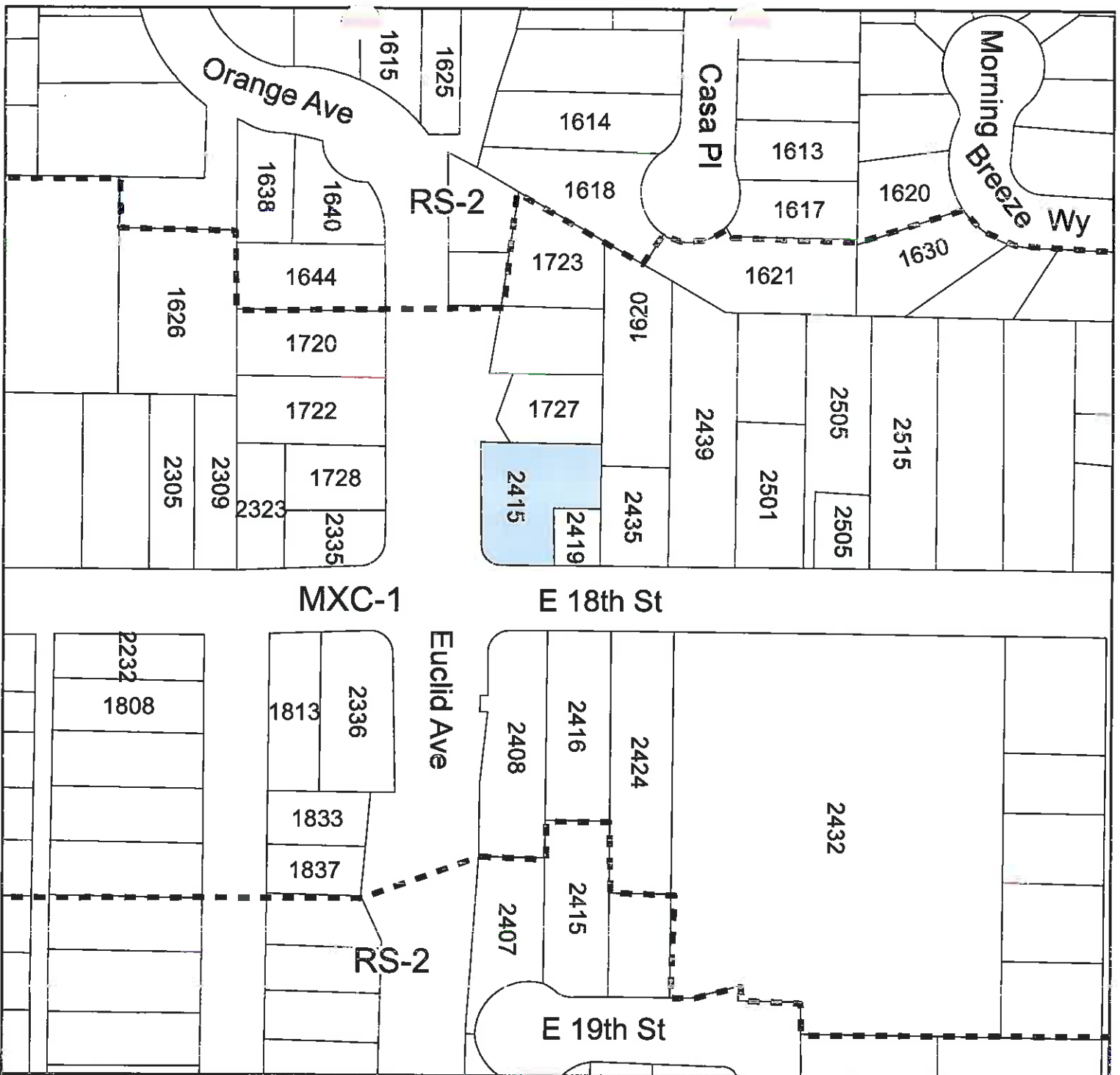
The Planning Commission approved the Conditional Use Permit.


Ayes: Alvarado, Baca, Bush, Flores, Garcia, Pruitt

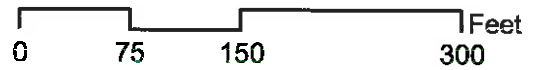
Absent: DeLaPaz

**ATTACHMENTS:**

- |                                     |                          |
|-------------------------------------|--------------------------|
| 1. Location Map                     | 3. Resolution No. 1-2014 |
| 2. Planning Commission Staff Report | 4. Reduced Plans         |



--- Zone Boundary  
 Project Location



APN:  
558-190-28

Planning Commission  
 Location Map

2013-25 CUP



CITY OF NATIONAL CITY - PLANNING DEPARTMENT  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**PLANNING COMMISSION STAFF REPORT**

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR A WIRELESS COMMUNICATIONS FACILITY AT 2415 EAST 18<sup>TH</sup> STREET.

Case File No.: 2013-25 CUP

Location: Northeast corner of East 18<sup>th</sup> Street and Euclid Avenue.

APN: 558-190-28

Staff report by: Martin Reeder, AICP – Principal Planner

Applicant: Verizon Wireless

Property Owner: Brenkus, Walter & Ann

Parcel size: 0.23 acres

Plans prepared by: Booth & Suarez Architects

Combined General Plan/  
Zoning designation: Minor Mixed-Use Corridor (MXC-1)

Adjacent Land Use / Zoning:

North: Single-family residential / MXC-1

East: Single-family residential / MXC-1

South: Single-family residential across E. 18<sup>th</sup> Street / MXC-1

West: Single-family residential across Euclid Avenue / MXC-1

Environmental review: Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures)



## BACKGROUND

### Site characteristics

The project site is located at the northeast corner of East 18<sup>th</sup> Street and Euclid Avenue. The property is developed with a 2,800 square-foot retail commercial building and a 21-space parking lot. The building has two suites, one of which is a laundromat, the other currently vacant. There is an existing wireless facility on the same property. This facility was approved in 2002 and is comprised of three parking lot lights with antennas incorporated into the support poles. The commercial property is flanked by former residential-zoned properties (since rezoned to mixed use). All adjacent residential buildings are single story in nature (approximately 10-15 feet high).

### Project proposal

The applicant proposes a new wireless telecommunications facility with a 40-foot tall, artificial broadleaf tree that includes 12 panel antennas and a microwave dish. The facility proposes two separate enclosures, one for the telecommunications equipment (217 square-foot prefabricated enclosure) and one for a backup generator (194 square-foot concrete block enclosure). The facility is proposed in the rear of the parking lot, approximately seven feet from the east property line. No landscaping or irrigation is proposed.

### Analysis

The proposal is generally a good example of a stealth facility, consistent with City policy. The antennas are proposed to project approximately three feet from the tree trunk but will be obscured by the branches and leaves. Wiring between the tree and shelter would be placed underground. The generator enclosure is proposed to be painted concrete block, consistent with the concrete building on site. However, the equipment shelter is proposed as a prefabricated unit. This is not consistent with City policy, which requires standard construction for equipment shelters. A Condition of Approval has been added to require a design consistent with the generator enclosure and the commercial building (No. 13). If the structures are not consistent with nearby development, the facility would have an adverse aesthetic effect upon the subject property, as well as adjacent or abutting properties, since it would not blend in appropriately.

The proposed equipment shelters are roughly 17 feet by 11 feet (telecom equipment) and 15 feet square (generator) respectively. Both structures are around 10 feet high. Given the footprint of the facility, it would need to be located on the east side of lot in order to avoid the removal of too many parking spaces. The proposed design would remove four spaces. A 2,800 square-foot commercial building requires at least 12 spaces; removing four spaces would leave 17, in excess of what is required.

There are two different fences at the east property line, a six-foot chain link fence on the north portion of the boundary and a four-foot tall lattice fence to the south. The north and south property lines in this location have six-foot tall wood fences. As a result of the tall equipment enclosures involved, the height may appear looming from adjacent properties. In order to soften the impact of such large structures, it would be appropriate to have a taller and less opaque fencing material constructed. A Condition of Approval (No. 14) has been added to require a minimum six-foot tall fence or wall along the east property line to obscure the facility. In addition, the condition includes a caveat that a block wall may be required in the future should noise from operating equipment become an issue. Without additional fencing, the height and bulk of the facility could potentially affect surrounding uses (e.g., light, air, circulation). However, the facility is set back seven feet from the property line, which would soften the aesthetic impact somewhat.

To be further consistent with City policy, co-location with existing facilities was researched. Based on the 'search ring', the applicant has stated that there was no ability to locate on the existing facility, but was able to locate the proposed facility adjacent to an existing facility on the same site. One other site (Bible Baptist Church at 2432 East 18<sup>th</sup> Street) was also considered, but was ultimately not viable due to site constraints.

The facility would provide coverage to the north, south, and east. Based on the attached Coverage Map, the area currently has limited or weak service. With the proposed antenna height (32 feet to the center of the antenna) being above all buildings adjacent to the area, the antennas would have clear reception and transmission in those directions. As previously stated, nearby land uses in these directions are single-family residential in nature. However, it should be mentioned that, per the 1996 Telecommunications Act, "no State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions."

If approved by a local jurisdiction, all wireless communications facilities must obtain all required state and federal permits in order to operate. A Condition of Approval (No. 11) is included requiring these permits. The facility is expected to generate only one to two vehicle trips per month for maintenance staff and is unlikely to have any impacts on local traffic patterns.

Comments were received from the Building and Fire Departments and require compliance with current and new 2014 codes. Standard Conditions of Approval for wireless facilities are also included, requiring compliance with local, state, and federal codes, and that any external equipment is painted to match the surface on which it is mounted.

## Summary

The proposed project is consistent with the Land Use Code in that it meets all applicable design requirements for wireless communication facilities based on compliance with added Conditions of Approval (design, fencing). The project is considered 'stealth' and would generally blend in with existing facilities and nearby development (as conditioned). If approved, conditions will ensure that the facility does not have an adverse impact on adjacent properties caused by the scale and bulk of the project, and would ensure consistency between existing and proposed structures. The new facility will help to provide coverage in an area with limited service and provide additional reception for Verizon Wireless customers.

### **RECOMMENDATION**

1. Approve 2013-25 CUP based on attached findings; or
2. Deny 2013-25 CUP based on attached findings/findings to be determined by the Planning Commission; or
3. Continue the item to a specific date.

### **ATTACHMENTS**

1. Recommended Findings for Approval/Denial
2. Recommended Conditions of Approval
3. Location Map
4. Existing Wireless Facilities Map
5. Site Photos
6. Coverage Maps
7. Notice of Exemption
8. Public Hearing Notice (Sent to 8 property owners)
9. Applicant's Plans (Exhibits A and B dated 10/10/2013 Case File No. 2013-25 CUP)



MARTIN REEDER, AICP  
Principal Planner

**RECOMMENDED FINDINGS FOR APPROVAL**  
**2013-25 CUP – 2415 East 18<sup>th</sup> Street**

1. That the site for the proposed use is adequate in size and shape, since the facility, including the faux broadleaf tree and equipment shelters, can be accommodated on the 0.23 acre site without reducing parking beyond the minimum requirement.
2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, since the unmanned wireless communications facility requires only one to two visits each month for routine maintenance, which will have a negligible effect on the adjacent developed streets.
3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, since the 40-foot faux broadleaf tree will adequately screen the twelve panel antennas, and since additional fencing will provide adequate screening of the equipment shelter from adjacent properties.
4. That the proposed use is deemed essential and desirable to the public convenience and welfare, since it will improve the performance of the Verizon Wireless communications network, resulting in enhanced service for its customers.

**RECOMMENDED FINDINGS FOR DENIAL**  
**2013-25 CUP – 2415 East 18<sup>th</sup> Street**

1. That the site for the proposed use is not adequate in size and shape, since the lot can only accommodate the facility adjacent to the property line, where the height and bulk of the facility would affect surrounding uses.
2. That the proposed use will have an adverse aesthetic effect upon adjacent or abutting properties, since it will not blend in appropriately with surrounding development.

## RECOMMENDED CONDITIONS OF APPROVAL

### 2013-25 CUP – 2415 East 18<sup>th</sup> Street

#### General

1. This *Conditional Use Permit* authorizes a wireless communications facility at 2415 East 18<sup>th</sup> Street. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibits A and B dated 10/10/2013 Case File No. 2013-25 CUP. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

#### Building

5. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, and Mechanical Codes.

#### Fire

6. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
7. Emergency Shutdown procedures shall be posted in conspicuous area of emergency generator "**EMERGENCY POWER**". All Emergency Power signs shall be of .080 gauge aluminum. All signs shall be 10 inches wide and 12 inches long. All signs shall have Type IV high intensity prismatic sheeting (H.I.P.), reflective in nature. Protective overlay film shall be required on sign (P.O.F.). Color of sign shall be white background with black letters. Sign shall describe all additional power shutdowns in clear map form. Map shall describe present position ("You Are Here").

- White background with black letters.
  - Signage letter height – Emergency Power – shall be two inches tall.
  - Sign shall be clearly visible from the street. If the power source is inside of the building and cannot be seen from the street, a sign shall be placed in a position that can be easily seen by emergency personnel on foot.
  - Please contact the National City Fire Department for requirements. A detailed plan shall be submitted to the Fire Marshal for approval and final field placement.
8. A 704 diamond shall be placed in conspicuous area to identify fuel and battery hazards.
  9. Fire department access roads shall meet the requirements of the California Fire Code (current edition) Chapter 5 and Appendix D and 503.1.1 *Access Roads*. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to Fire Department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of a fire apparatus weighing at least 75, 0000 pounds. Fire Department access roads shall have an unobstructed width of not less than 20 feet for emergency vehicle travel. Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING - FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles.
  10. Roads or alleys 20 to 26 feet in wide shall be posted on both sides as fire lanes.
  11. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections of all phases of work are required.

#### Engineering

12. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the “Priority Project Permanent Storm Water BMP Requirements” and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
13. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant



Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.

14. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.

#### Utilities

15. Prior to any construction or grading activities, the applicant shall coordinate with all utilities with infrastructure in the area to ensure protection of any existing utility services.
16. Call 800-227-2600 (Underground Service Alert) for mark out prior to any digging activities.

#### Planning

17. All appropriate and required local, state and/or federal permits must be obtained prior to operation of the wireless communications facility.
18. All exterior equipment (e.g., RRU units, GPS antennas, microwave dish antenna, panel antennas) shall be painted to match the surface on which it is mounted.
19. The proposed equipment shelter shall be designed to be consistent with the proposed generator enclosure and existing building on site.
20. A minimum six-foot tall fence or wall shall be constructed along the east property line to obscure the proposed facility. A block wall may be required in the future should noise from operating equipment exceed limits prescribed by the Municipal Code or create noise impacts for adjacent residential properties.
21. Exterior walls of buildings/poles to a height of not less than six (6) feet shall be treated with a graffiti resistant coating subject to approval from the Building Official. Graffiti shall be removed within 24 hours of its observance.
22. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.
23. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.





Wireless facilities in National City

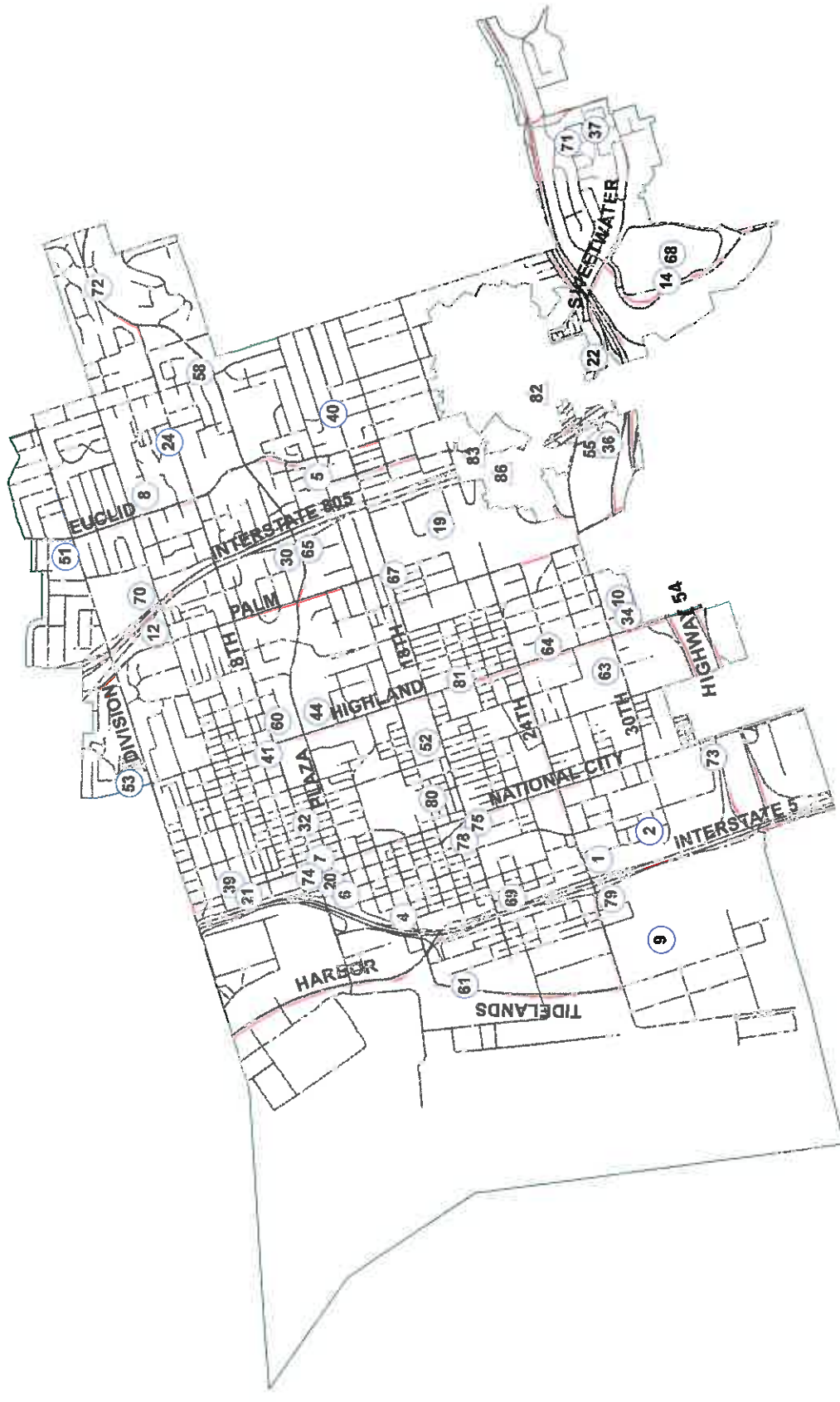
Wireless facilities in unincorporated area



# Wireless Communication Facilities



National City Planning Department 2012



<b>FACILITY</b>	<b>APN</b>	<b>LOCATION</b>	<b>PROVIDER</b>	<b>FILE NO</b>
1	562-340-44	2434 Southport	Urban Comm Rad	CUP-1992-11
		Radio communication facility (microwave transmitter)- 80-foot tall tower and 8-foot in diameter dish antenna		
2	562 340 26	300 W 28th	AirTouch	CDC Reso 94-28
		75-foot monopole with three sector antennas and 450-sa foot equipment building.		
	562-340-26	300 W 28th	Nextel	CUP-2003-30
		12 antennae on existing communications tower and a 270 square foot equipment enclosure adjacent to existing equipment		
4	559-032-02	1215 Wilson	Pac Bell	CUP-1995-11
		Located on roof of existing building. PCS facility- six roof-mounted antennas and two ground-mounted equipment boxes.		
5	557-410-03	1645 E Plaza	Pac Bell	CUP--1995-13
		Located on roof of Quality Inn. PCS facility- six panel antennas and equipment cabinet.		
6	555-086-11	310 Hoover	AirTouch	CUP-1995-18
		Located on existing building. Cellular facility- three support structures with five panel antennas each, two dish antennas and equipment cabinet		
7	556-471-24	301 National City Blvd	AT&T	CUP-1996-2
		Located on roof of Red Lion Hotel. Paging facility- four whip antennas, one global positioning satellite antenna and equipment cabinet.		
	556-471-24	301 National City Blvd	Nextel	CUP-1994-8
		Located on roof of Red Lion Hotel. ESMR facility- three whip antennas and equipment cabinet.		
	556-471-24	301 National City Blvd	Pagenet	CUP-1996-12
		Located on roof of hotel. Paging facility- four antennas and equipment cabinet one floor down from roof.		
	556-471-24	301 National City Blvd	AT&T	CUP-1999-5
		Located atop Red Lion Hotel. Wireless communication facility- four antennas and radio base system.		
8	554-120-30	2400 E 4th	AT&T	CUP-1996-4
		Located on roof of Paradise Valley Hospital. Paaina facility- four whip antennas, one global Positioning satellite antenna and equipment cabinet.		
9	559-160-13	1022 W Bay Marin	GTE	CUP-1996-5
		Located on a 360-sa foot building. Cellular facility- 60-foot monopole with twelve panel antennas.		
10	563-370-36	3007 Highland	Pac Bell	CUP-1996-6
		Located on existing Super Saver building. PCS facility- six panel antennas and two equipment cabinets.		
12	554-050-12	303 Palm	AirTouch	CUP-1996-8
		60-foot high monopole with six whip antennas, thirty directional cellular antennas, and three dishes with an equipment cabinet at base.		
	554-050-12	303 Palm	Sprint PCS	CUP-2001-10
		Located on National Guard Armory property. PCS facility six antennas in three 40-foot flag poles, one GPS antenna and a new equipment building.		

14	564-471-01	3030 Plaza Bonita Rd	Nextel	CUP-1997-8
	Located atop Plaza Bonita sign. ESMR facility- nine antennas and equipment cabinet.			
	564-471-01	3030 Plaza Bonita Rd	Pac Bell	CUP-1996-7
	Located atop the existing Plaza Bonita sign. PCS facility- three antennas and two equipment cabinets at base of sign.			
16	557-420-36	1840 E 12th	Nextel	CUP-1999-4
	60-foot monopole on vacant commercial lot.			
20	555-082-11	111 W 9th	Sprint	CUP-2000-9
	Located atop 2-story Sid's Carnet Barr warehouse. Wireless communication facility- twelve wireless panel antennas and 4-inch GPS antenna.			
21	555-030-21	330 National City Blvd	GTE	CUP-2000-11
	Located atop Bay Theatre. Wireless communication facility- twelve panel antennas and four equipment cabinets.			
22	564-250-50	2435 Sweetwater	Sprint	CUP-2000-14
	Located at Sweetwater Inn. Global Positioning System with nine panel antennas.			
30	557-420-36	1905 E Plaza	Sprint PCS	CUP-2001-3
	53 foot tall monopole with nine panel antennas. PCS Facility with one equipment enclosure and a GPS antenna.			
32	556-473-18	242 E 8th	AT&T	CUP-2001-6
	Located atop an existing church.			
34	563-370-35	3007 Highland	Nextel	CUP-2001-12
	Located atop Sweetwater Square. New equipment building over trash enclosure, nine panel antennas and one GPS antenna.			
36	563-231-38	1914 Sweetwater	Cingular	CUP-2002-3
	Located on an existing 75 foot tall pole sign for the Sweetwater Town and Country Shopping Center.			
37	564-310-37	3737 Sweetwater	Cingular	CUP-2002-4
	72 foot tall monopole with standard equipment enclosure			
39	556-101-15	241 National City Blvd	Cingular	CUP-2002-6
	12 panel antennas behind four new partial parapet walls atop an existing furniture store; four equipment cabinets outside			
40	558-200-24	2415 E 18th	Cingular	CUP-2002-13
	Panel antennas located inside new light standards; equipment located inside existing commercial building			
41	556-354-13	716 Highland	AT&T	CUP-2002-14
	Six facade mounted panel antennas with equipment on roof of PacBell switching station. Equipment screened to match existing.			
44	556-590-61	1019 Highland	Sprint PCS	CUP-2002-24
	6 panel antennas in a new monument sign in the South Bay Plaza shopping center			
	556-590-61	1019 Highland	Cingular	CUP-2002-2
	Located atop South Bay Plaza on an existing mechanical equipment screen.			
51	552-283-11	2323 E Division	Sprint	CUP-2004-6
	3 panel antennas in a 9x10x16 roof-mounted cupola			

52	560-191-30	1701 D Ave	Nextel	CUP-2004-12
	12 panel antennas on a 57' faux broadleaf tree with 230 square foot equipment enclosure			
53	551-570-20	51 N Highland	Sprint	CUP-2004-15
	2 panel antennas in a 45' flagpole with 4 wall-mounted equipment cabinets			
55	563-231-39	1914 Sweetwater	Nextel	PC Reso 20-2002
	2 panel antennas in a 45' flagpole with 4 wall-mounted equipment cabinets			
57	554-120-24	2701 E 8th	Cingular	PC Reso 02-2001
	Co-location in church spire-3 antennas within existing architectural feature			
	554-120-24	2701 E 8th	T-Mobile	CUP-2000-19
	Located at existing church. Antennas located in a GO-foot monument.			
	554-120-24	2701 E 8th	Sprint	CUP-2000-27
	12 panel antennas mounted on exterior of self-storage building and painted to match; all equipment located inside of the buildings			
	554-120-24	2701 E 8th	AT&T	CUP-2000-19
	Located at existing church. Antennas located in a 60-foot monument			
58	558-030-30	1035 Harbison	Nextel	CUP-2005-3
	12 panel antennas on a monopalm with 299 SQ.ft. equipment enclosure.			
60	556-510-12	914 E 8th	Cingular	CUP-2005-10
	12 panel antennas on 39-ft monopine with 280 sq. ft. equipment shelter			
61	559-040-53	1439 Tideland	Cingular	CUP-2005-9
	12 panel antennas on monopalm with associated equipment shelter			
	559-040-53	1445 Tideland	Nextel	CUP-2000-31
	40-foot monopalm with three sectors of four antennas each and equipment shelter			
63	562-200-02	2900 Highland	Cingular	CUP-2005-12
	3 antennas on replacement light standard with associated equipment shelter			
64	563-010-47	2605 Highland	Cricket	CUP-2006-11
	3 antennas in new architectural feature of church with associated equipment			
	563-010-47	2605 Highland	Sprint	CUP-2002-18
	Six panel antennas and equipment inside a new 54 foot tall monument/cross/sign.			
65	557-420-31	1900 E Plaza	Cricket	CUP-2006-6
	3 antennas on new faux palm tree with associated equipment			
	557-420-31	1900 E Plaza	Cingular	CUP-2004-4
	5 panel antennas in a new pole sign at Jimmy's Restaurant			
67	561-222-23	1526-40 E 18th	T-Mobile	CUP-2006-10
	12 panel antennas on a new 45-foot tall faux pine tree with associated equipment shelter			
68	564-471-07	3030 Plaza Bonita Rd	Cingular	CUP-2005-24
	12 antennas facade mounted to new rooftop enclosure that will house equipment			

68	564-471-07	3030 Plaza Bonita Rd	Verizon	CUP-2003-13	12 panel antennas on the roof of the Plaza Bonita Mall behind a screen wall
69	559-106-17	525 W 20th	Cricket	CUP-2005-25	3 antennas on existing self storage building painted to match with associated equipment
70	559-106-17	525 W 20th	Sprint	CUP-2001-4	Located on existing storage building. Wireless communication facility- 9 antennas and equipment building.
	554-050-15	2005 E 4th	Cricket	PC Reso 09-2003	3 antennas on existing light standard with associated equipment shelter
	554-050-15	2005 E 4th	Cingular	CUP-2003-5	12 panel antennas on a replacement 100 foot light standard in EITovon park and a 160 square foot equipment enclosure.
	554-050-15	2005 E 4th	GTE	CUP-1998-4	Located in EITovon Park. Cellular facility- 97'8" monopole with twelve panel antennas, three omni antennas, and 192-sqfoot equipment building.
71	554-050-15	2005 E 4th	Nextel	CUP-2005-15	12 panel antennas on a 47-foot tall faux-broadleaf awith 230 sq. ft. equipment shelter
	564-290-06	3820 Cagle St	Cricket	PC RESO 10-2004	3 antennas on existing faux pine tree with vaulted equipment shelter
	564-290-06	3820 Cagle St	Sprint	CUP-2001-2	Located at Sweetwater Heights Centennial Park. Wireless communication facility- 35-foot pole with six antennas, equipment building and adjacent lighting for the park.
	564-290-06	3820 Cagle St	T-Mobile	CUP-2004-3	Located at Sweetwater Heights Centennial Park. Wireless communication facility- 55-foot monopine with twelve panel antennas and equipment building
72	564-290-06	3820 Cagle St	Cingular	PC Reso 11-2002	Co-location on 55-foot monopine - additional 12 panel antennas and new 275 SQ. ft. equipment vault
	669-060-26	5800 Boxer Rd	Cricket	PC RESO 32-2003	3 antennas on existing water tower with associated equipment shelter
	669-060-26	5800 Boxer Rd	T-Mobile	CUP-2003-16	12 panel antennas on the outside of the 0.0. Arnold water tank and a 150 square foot equipment enclosure adjacent to the tank
	669-060-26	5800 Boxer Rd	Sprint	PC Reso 32-2003	6 panel antennas on the outside of the 0.0. Arnold water tank and a 360 square foot equipment enclosure adjacent
	669-060-26	5800 Boxer Rd	Cingular	CUP-2005-21	12 panel antennas on the outside of the 0.0. Arnold water tank and a 520 square foot equipment enclosure adjacent
73	562-330-43	152 W 33rd	Cricket	PC Reso 21-2002	3 antennas on existing self storage within matching architectural projection with associated equipment
	562-330-43	152 W 33rd	Sprint	CUP-2002-8	12 panel antennas mounted on exterior of self-storage building and painted to match; all equipment located inside of the



74	555-053-17 3 antennas facade mounted to existina hotel with associated equipmen	700 NCB Metricom	Cricket	PC Reso 05-2000
	555-053-17 Located atop Holiday Inn. Wireless communication facility with equipment cabinet.	700 NCB Skytel		CUP-2000-4 CUP-2000-30
75	555-053-17 Located atop Holiday Inn Hotel. - 8-foot whip antenna, two 4x2-foot panel antennas, and one GPS antenna with two indoor equipment cabinets.	700 NCB		
	560-203-03 15 panel antennas behindscreen wall atop existing car dealership with associated equipment	1800 National City Blvd	Nextel	CUP-2006-15
76	561-360-35 3 antennas on recreation building at Las Palmas Park	1810 E 22nd	Cricket	2007-14 CUP
	561-360-35 Located in Las Palmas Park. Monopalm and equipment along with live palms.	1820 E 22nd	Sprint-Nextel	CUP-2000-8
78	560-143-36 9 antennas located on 3 different locations on industrial/ warehouse building. Each location will have 2 pannel antennas. Associated equipment will be located in building	1703 Hoover	Cleawire	2009-22 CUP
79	559-160-33 9 antennas on tower of Marina Gateway Plaza commercial building hidden behind parapet wall. 6-foot tall equipment cabinet on roof below tower will be mostly covered	700 Bay Marina Dr	Cleawire	2009-23 CUP
80	560-151-20 6 panel antennas and RF transparent cupola atop National City Ministry Church, as well as a 330 sq ft equipment/storage/trash enclosure on the ground. The 8-foot tall Cupola will have a cross affixed to it in order to appea as part of the church	142 E 16th	AT&T	2010-11 CUP
81	561-271-01 12 antenas on a 43-foot mono-palm on eastern property line	2005 Highland Ave	Plancom	2010-31 CUP
	561-271-01 12 antennas on the roof of a Highland Avenue office building	2005 Highland	T-Mobile	CUP-2003-4
	561-271-01 12 antennas on the roof of a Highland Avenue office building with new cupola to match existing	2005 Highland	Cingular	CUP-2006-2
82	563-184-47 75-foot monopole and equipment building.	2909 Shelby Dr		P95-025
83	563-062-17 35-foot monopalm with three sector directional antenna system and equipment cabinets.	2524 Prospect St	AT&T	ZAP99-028
85	564-310-32	3312 Bonita Heights Lane	AT&T	ZAP00-133
86	563-063-29	2563 Grove St	AT&T	MUP91-026W2

86

563-063-29 2563 Grove St  
Monopole located aside live palm trees.

P91-026W



Verizon Wireless

Euclid & 18th

2415 E. 18<sup>th</sup> Street

Photo Survey





1 - Looking East at Property (Distance)



2 - Looking East at Site



3 - Looking South at Site



4 - Looking North to Property



5 - Looking East at Building across Euclid Ave.



6 - Looking East from Site



7 - Looking South from Site



8 - Looking North from site





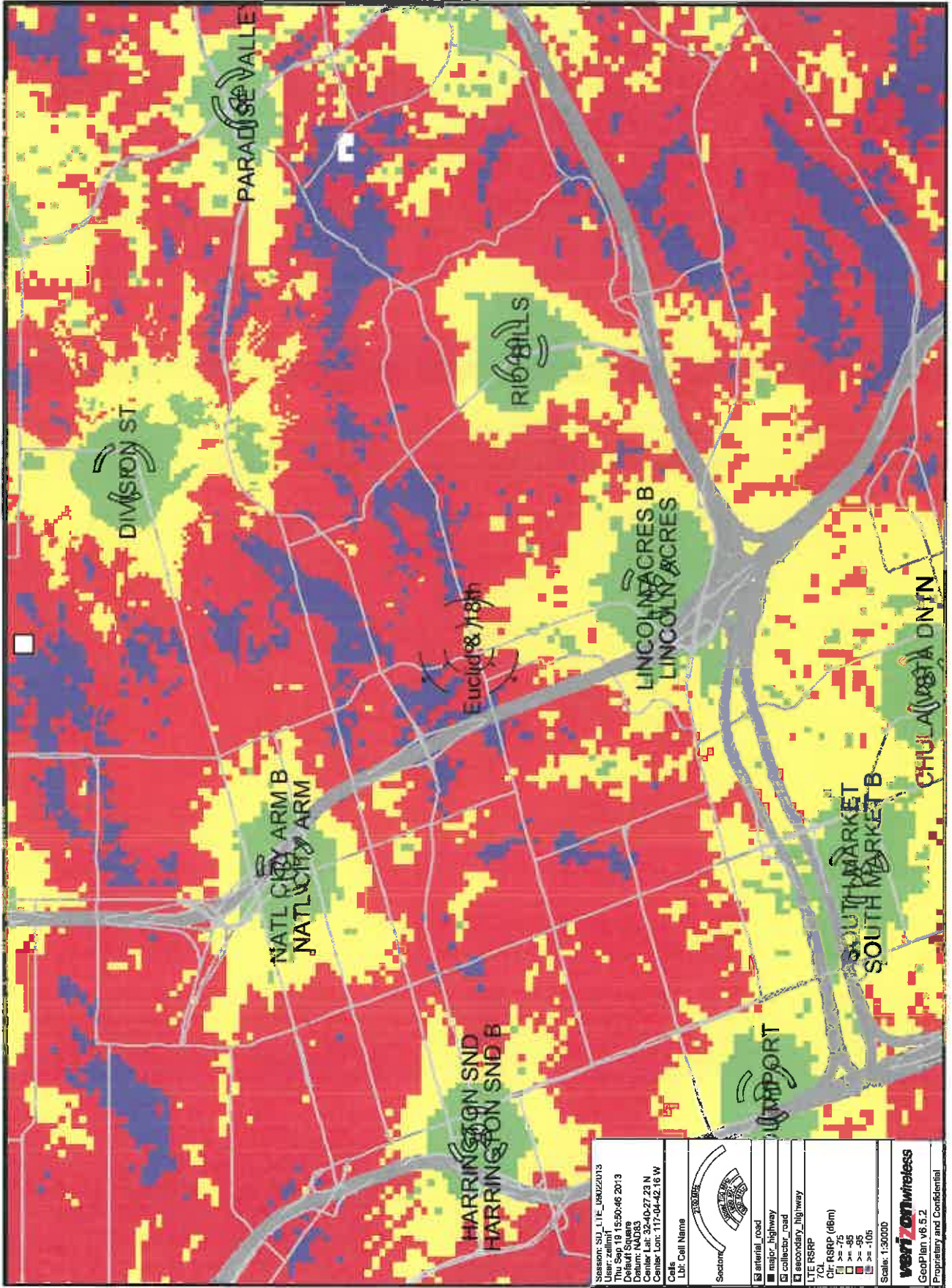
9 - Looking East at site



10 - Looking West from property across Euclid Ave.



11 - Looking South from property across E. 18th St.



Without Site

Season: S11\_LTE\_06022013  
 Date: Thu Sep 19 15:50:46 2013  
 Default Square  
 Datum: NAD83  
 Center Lat: 32.402723 N  
 Center Lon: -117.044216 W

Calls  
 Libr. Cell Name

Sections

- ☐ arterial\_road
- ☐ major\_highway
- ☐ collector\_road
- ☐ secondary\_highway

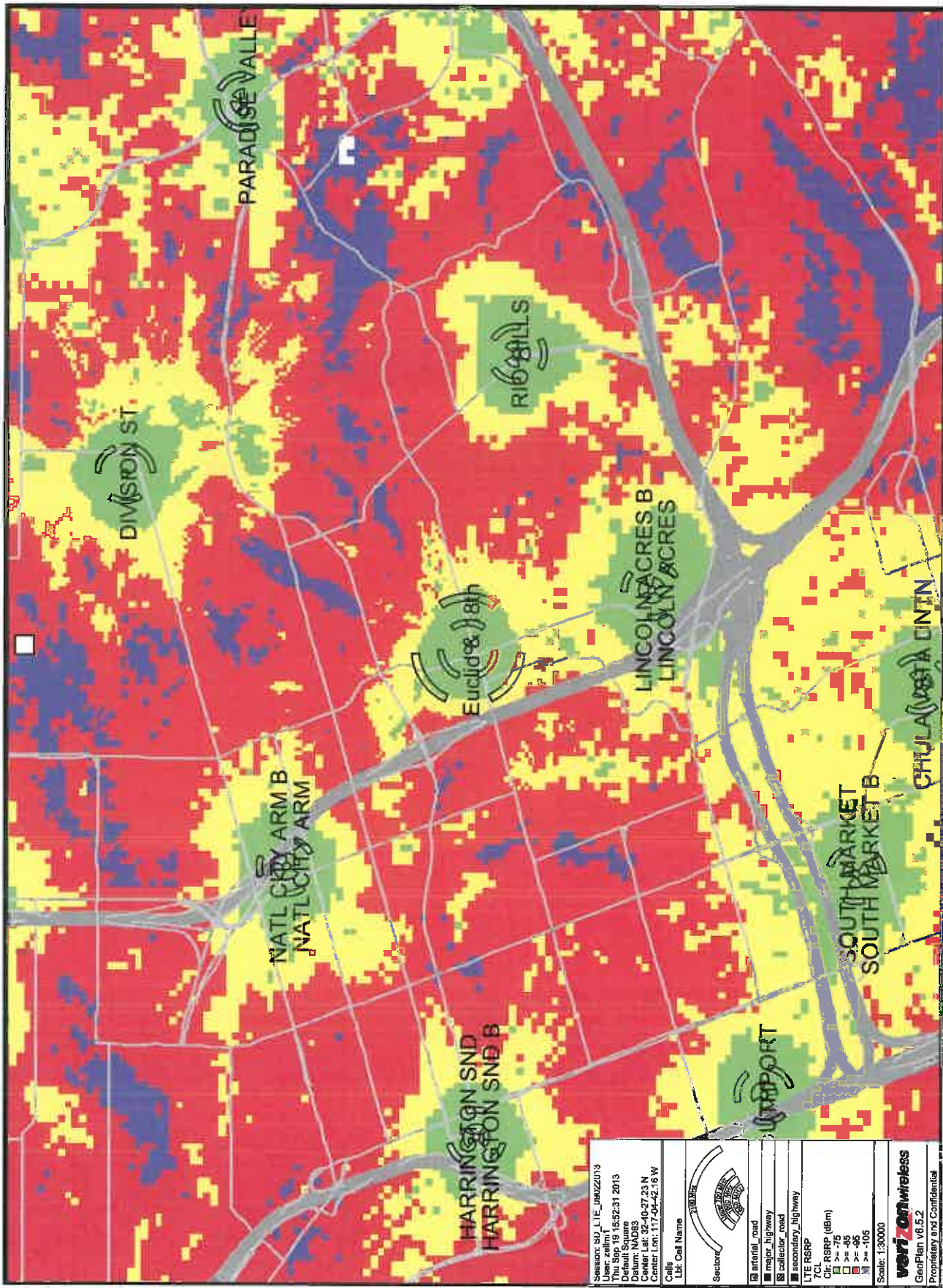
LTE RSRP

- ☐ >= 75
- ☐ >= 65
- ☐ >= 55
- ☐ >= 45
- ☐ >= 35
- ☐ >= 25
- ☐ >= 15
- ☐ >= 5
- ☐ >= -5
- ☐ >= -15
- ☐ >= -25
- ☐ >= -35
- ☐ >= -45
- ☐ >= -55
- ☐ >= -65
- ☐ >= -75
- ☐ >= -85
- ☐ >= -95
- ☐ >= -105

Scale: 1:30000

**verizon**wireless  
 GeoPlan v6.5.2  
 Proprietary and Confidential





With site

Session: sly\_11c\_jm022013  
 Date: 19 Sep 19 15:52:31 2013  
 Default Square  
 Datum: NAD83  
 Center Lat: 32-40-27.23 N  
 Center Lon: 117-59-42.16 W

Calls

Lib: Cell Name

Sealors

arterial\_road  
 major\_highway  
 collector\_road  
 secondary\_highway

LTE RSRP

>= -75  
 >= -85  
 >= -95  
 >= -105

Scale: 1:30000

**verizon** wireless  
 GeoPlan v6.5.2  
 Proprietary and Confidential





CITY OF NATIONAL CITY - DEVELOPMENT SERVICES DEPARTMENT  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**NOTICE OF EXEMPTION**

TO: County Clerk  
County of San Diego  
P.O. Box 1750  
1600 Pacific Highway, Room 260  
San Diego, CA 92112

**Project Title:** 2013-25 CUP

**Project Location:** 2415 E. 18<sup>th</sup> Street

**Contact Person:** Martin Reeder

**Telephone Number:** (619) 336-4313

**Description of Nature, Purpose and Beneficiaries of Project:**

Conditional Use Permit for a wireless communications facility involving a 40-foot faux broadleaf tree on an existing property developed with a strip commercial center. The project will increase signal strength and service area for Verizon Wireless customers.

**Applicant:**

Lisa Mercurio for Verizon Wireless  
15505 Sand Canyon Avenue  
Irvine, CA 92618

**Telephone Number:**

(858) 248-2461

**Exempt Status:**

- Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of small structures)

**Reasons why project is exempt:**

There is no possibility that the proposed use will have a significant impact on the environment since wireless telecommunications facility will occupy only a small portion of the 0.23 acre property, will be effectively screened, and will not affect use of the property.

Date:

MARTIN REEDER  
Principal Planner



CITY OF NATIONAL CITY - PLANNING DEPARTMENT  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR A  
WIRELESS COMMUNICATIONS FACILITY  
AT 2415 EAST 18<sup>TH</sup> STREET.  
CASE FILE NO.: 2013-25 CUP  
APN: 558-190-28

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, January 13, 2014**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Verizon Wireless)

The applicant proposes a new wireless telecommunications facility with a 40-foot tall, artificial broadleaf tree that includes 12 panel antennas and a microwave dish. A concrete block enclosure (194 square feet) would house associated equipment. The facility is proposed in the rear of a strip mall parking lot.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Division on or before 12:00 p.m., **January 13, 2014**, who can be contacted at 619-336-4310 or [planning@nationalcityca.gov](mailto:planning@nationalcityca.gov)

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

BRAD RAULSTON  
Executive Director

**RESOLUTION NO. 1-2014**

**A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF NATIONAL CITY, CALIFORNIA,  
APPROVING A CONDITIONAL USE PERMIT FOR A WIRELESS COMMUNICATIONS  
FACILITY AT 2415 EAST 18<sup>TH</sup> STREET.  
APPLICANT: VERIZON WIRELESS  
CASE FILE NO. 2013-25 CUP**

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for a Wireless Communications Facility at 2415 East 18<sup>th</sup> Street, at a duly advertised public hearings held on January 13, 2014, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2013-25 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on January 13, 2014, support the following findings:

1. That the site for the proposed use is adequate in size and shape, since the facility, including the faux broadleaf tree and equipment shelters, can be accommodated on the 0.23 acre site without reducing parking beyond the minimum requirement.
2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the volume and type of traffic generated by the proposed use, since the unmanned wireless communications facility requires only one to two visits each month for routine maintenance, which will have a negligible effect on the adjacent developed streets.
3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, since the 40-foot faux broadleaf tree will adequately screen the twelve panel antennas, and since additional fencing will provide adequate screening of the equipment shelter from adjacent properties.
4. That the proposed use is deemed essential and desirable to the public convenience and welfare, since it will improve the performance of the Verizon Wireless communications network, resulting in enhanced service for its customers.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

**General**

1. This *Conditional Use Permit* authorizes a wireless communications facility at 2415 East 18<sup>th</sup> Street. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform with Exhibits A and B dated 10/10/2013 Case File No. 2013-25 CUP. Any additional antennas or facilities must be in substantial conformance with the design for installation shown on these plans.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.
3. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

**Building**

5. Plans submitted for improvements must comply with the 2013 edition of the California Building, Electrical, Plumbing, and Mechanical Codes.

**Fire**

6. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC) and National Fire Protection Association (NFPA).
7. Emergency Shutdown procedures shall be posted in conspicuous area of emergency generator "EMERGENCY POWER". All Emergency Power signs shall be of .080 gauge aluminum. All signs shall be 10 inches wide and 12 inches long. All signs shall have Type IV high intensity prismatic sheeting (H.I.P.), reflective in nature. Protective overlay film shall be required on sign (P.O.F.). Color of sign shall be white background with black letters. Sign shall describe all additional power shutdowns in clear map form. Map shall describe present position ("You Are Here").

- White background with black letters.

- Signage letter height – Emergency Power – shall be two inches tall.
  - Sign shall be clearly visible from the street. If the power source is inside of the building and cannot be seen from the street, a sign shall be placed in a position that can be easily seen by emergency personnel on foot.
  - Please contact the National City Fire Department for requirements. A detailed plan shall be submitted to the Fire Marshal for approval and final field placement.
8. A 704 diamond shall be placed in conspicuous area to identify fuel and battery hazards.
  9. Fire department access roads shall meet the requirements of the California Fire Code (current edition) Chapter 5 and Appendix D and 503.1.1 *Access Roads*. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to Fire Department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of a fire apparatus weighing at least 75, 0000 pounds. Fire Department access roads shall have an unobstructed width of not less than 20 feet for emergency vehicle travel. Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING - FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles.
  10. Roads or alleys 20 to 26 feet in wide shall be posted on both sides as fire lanes.
  11. The National City Fire Department shall be involved with all fire inspections for this site. Rough inspections of all phases of work are required.

#### Engineering

12. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
13. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
14. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.



## Utilities

15. Prior to any construction or grading activities, the applicant shall coordinate with all utilities with infrastructure in the area to ensure protection of any existing utility services.
16. Call 800-227-2600 (Underground Service Alert) for mark out prior to any digging activities.

## Planning

17. All appropriate and required local, state and/or federal permits must be obtained prior to operation of the wireless communications facility.
18. All exterior equipment (e.g., RRU units, GPS antennas, microwave dish antenna, panel antennas) shall be painted to match the surface on which it is mounted.
19. The proposed equipment shelter shall be designed to be consistent with the proposed generator enclosure and existing building on site.
20. A minimum six-foot tall fence or wall shall be constructed along the east property line to obscure the proposed facility. A block wall may be required in the future should noise from operating equipment exceed limits prescribed by the Municipal Code or create noise impacts for adjacent residential properties.
21. Exterior walls of buildings/poles to a height of not less than six (6) feet shall be treated with a graffiti resistant coating subject to approval from the Building Official. Graffiti shall be removed within 24 hours of its observance.
22. The permittee shall not object to co-locating additional facilities of other communication companies and sharing the project site, provided such shared use does not result in substantial technical or quality-of-service impairment for the permitted use. In the event a dispute arises with regard to co-locating with other existing or potential users, the City may require a third party technical study at the expense of either or both the applicant and the complaining user. This condition in no way obligates the City to approve any co-location proposal if it is determined by the City not to be desirable in a specific case.
23. The applicant or operator shall be responsible for the removal and disposal of any antennas, equipment or facilities that are abandoned, decommissioned, or become obsolete within six (6) months of discontinuance.

**BE IT FURTHER RESOLVED** that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

**BE IT FINALLY RESOLVED** that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.



**CERTIFICATION:**

This certifies that the Resolution was adopted by the Planning Commission at their meeting of January 13, 2014, by the following vote:

**AYES:** Baca, Pruitt, Flores, Alvarado, Bush, Garcia

**NAYS:** None

**ABSENT** DeLa Paz

**ABSTAIN:** None



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**CHAIRPERSON**





APPROVALS

DATE	
DATE	
DATE	
DATE	
DATE	
DATE	
DATE	
DATE	
DATE	
DATE	

**PROJECT NAME**  
**EUCLID & 16TH**  
3415 EAST 16TH STREET  
NATIONAL CITY, CA 91960  
SAN DIEGO COUNTY

**DRAWING DATES**  
2/1/15 FOR 20' (4)  
2/1/15 FOR 20' (4)

**SHEET TITLE**  
**ENLARGED AREA PLAN**

PROJECT/VISIT/VISIT  
PROJECT/VISIT/VISIT

**A-1**

**ENLARGED AREA PLAN NOTES**

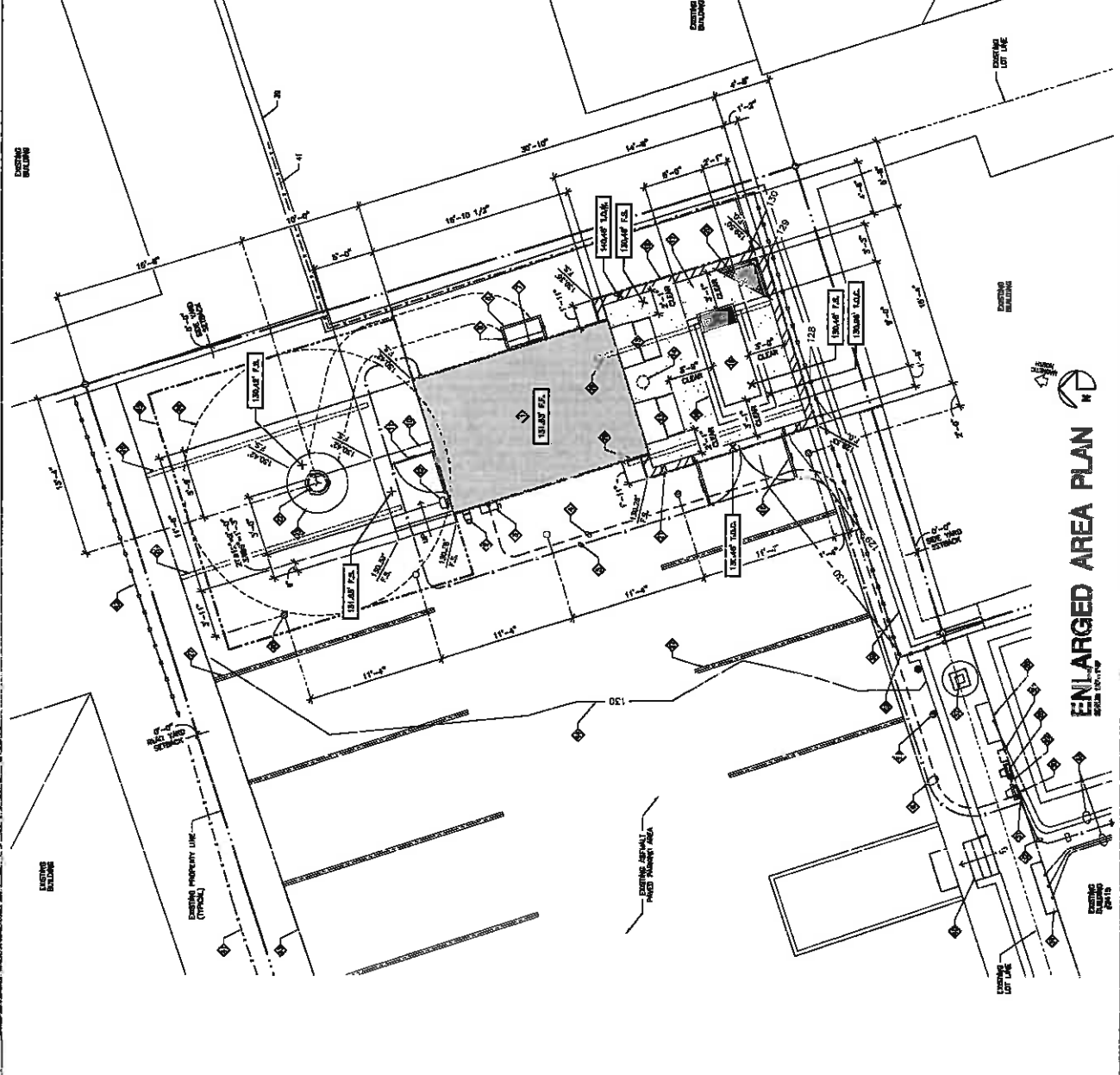
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- 2. PROPOSED SHEDS TO BE CONSTRUCTED PERMANENT.
- 3. PROPOSED SHEDS TO BE CONSTRUCTED PERMANENT.
- 4. PROPOSED SHEDS TO BE CONSTRUCTED PERMANENT.
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- 49. PROPOSED SHEDS TO BE CONSTRUCTED PERMANENT.
- 50. PROPOSED SHEDS TO BE CONSTRUCTED PERMANENT.

**MODULAR EQUIPMENT SHELTER NOTES**

MODULAR EQUIPMENT SHELTER MANUFACTURER IS:  
FERRAZZI CORPORATION  
4000 UNIVERSITY AVENUE  
DUBLIN, CALIFORNIA 94568  
916 977-2800 FAX 916 981-3814

THE MANUFACTURER WILL ISSUE WITH A COMPANY TAG  
INDICATING THE WEIGHT AND COMBUSTIBLE RESISTANCE  
RATING OF THE SHELTER. THE TAG SHALL BE ATTACHED TO ALL CONNECTIONS  
APPLICABLE TO THE MANUFACTURER'S INSTRUCTIONS.

APPROVALS:  
PETER G. LINDEN  
REGISTERED ARCHITECT  
CALIFORNIA ARCHITECTURE BOARD  
EXPIRES APRIL 28, 2014  
LOS ANGELES, CALIFORNIA



**ENLARGED AREA PLAN**  
SCALE: 1/4" = 1'-0"

PREPARED FOR

**verizon wireless**

P.O. BOX 15737  
 RIVERSIDE, CA 92515-9707  
 (949) 285-7000

APPROVALS

TAX	DATE
RE	DATE
RF	DATE
RT	DATE
TC/PA	DATE
TOP	DATE
PC/APP	DATE

PROJECT NAME  
**EUCLID & 16TH**  
 2415 EAST 16TH STREET  
 NATIONAL CITY, CA 91960  
 SAN DIEGO COUNTY

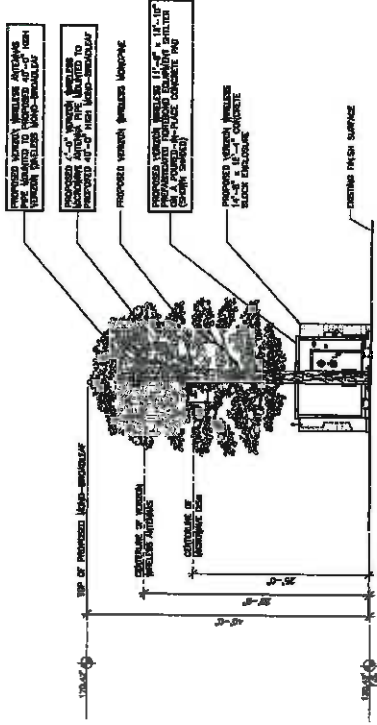
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 05/12/13  
 10/25/13  
 10/25/13

SHEET TITLE

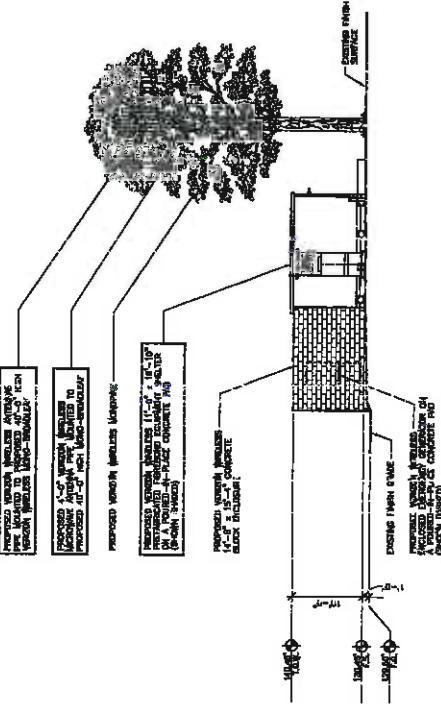
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PROJECT NUMBER 1301

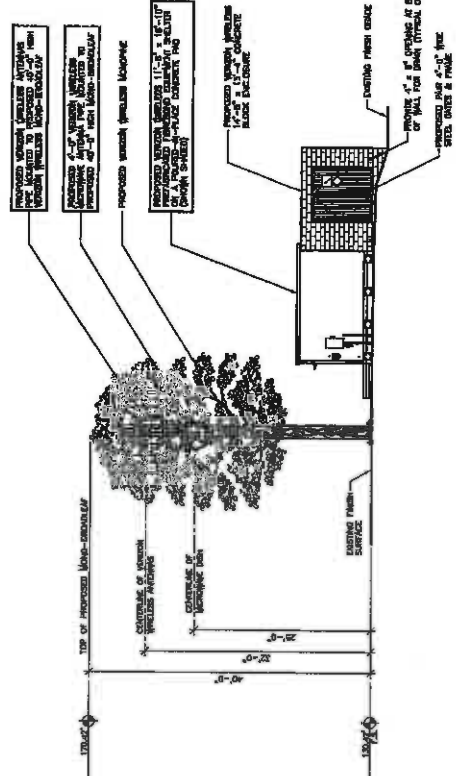
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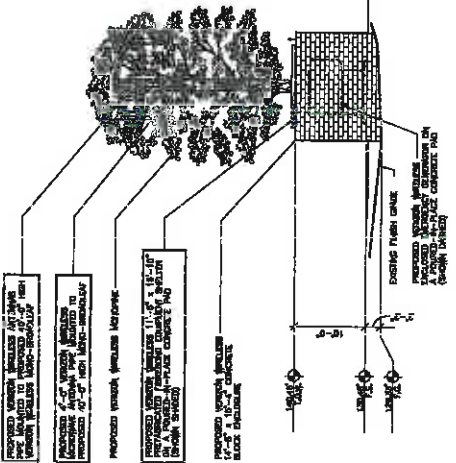
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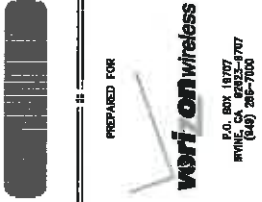
**EAST ELEVATION**  
 SCALE 1/8" = 1'-0"



**WEST ELEVATION**  
 SCALE 1/8" = 1'-0"



**SOUTH ELEVATION**  
 SCALE 1/8" = 1'-0"



APPROVALS	DATE
ASG	DATE
WE	DATE
WF	DATE
WT	DATE
EZ/W	DATE
DPS	DATE
DZ/MT	DATE

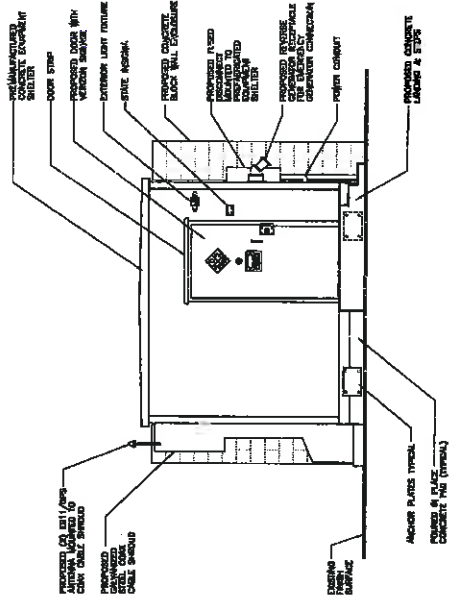
PROJECT NAME  
**EUCLID & 18TH**

2415 EAST 18TH STREET  
NATIONAL CITY, CA 91950  
SAN DIEGO COUNTY

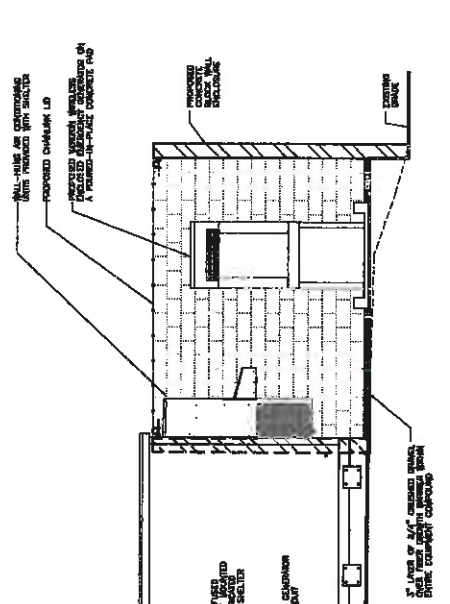
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SHEET TITLE  
**EQUIPMENT SHELTER  
ELEVATIONS**

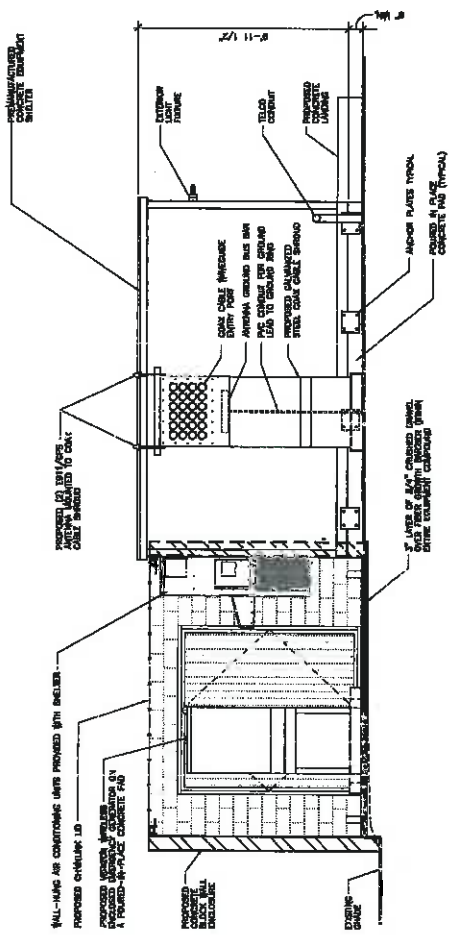
PROJECT #/VERSION (ISSUE)  
18205/01



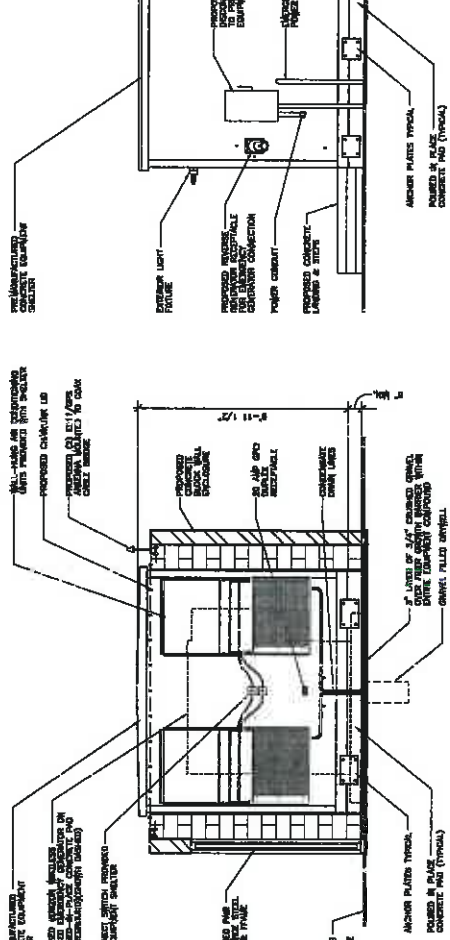
**NORTH ELEVATION**  
ELEVATION-1/4"



**WEST ELEVATION**  
ELEVATION-1/4"



**EAST ELEVATION**  
ELEVATION-1/4"



**SOUTH ELEVATION**  
ELEVATION-1/4"



PREPARED FOR

**verionwireless**

P.O. BOX 191707  
 IRVINE, CA 92615-7707  
 (949) 257-7100

APPROVALS

DATE	DATE	DATE	DATE	DATE	DATE

PROJECT NAME

**EUCLID & 18TH**  
 2415 EAST 18TH STREET  
 NATIONAL CITY, CA 91950  
 SAN DIEGO COUNTY

DRAWING DATES

08/25/13  
 09/12/13

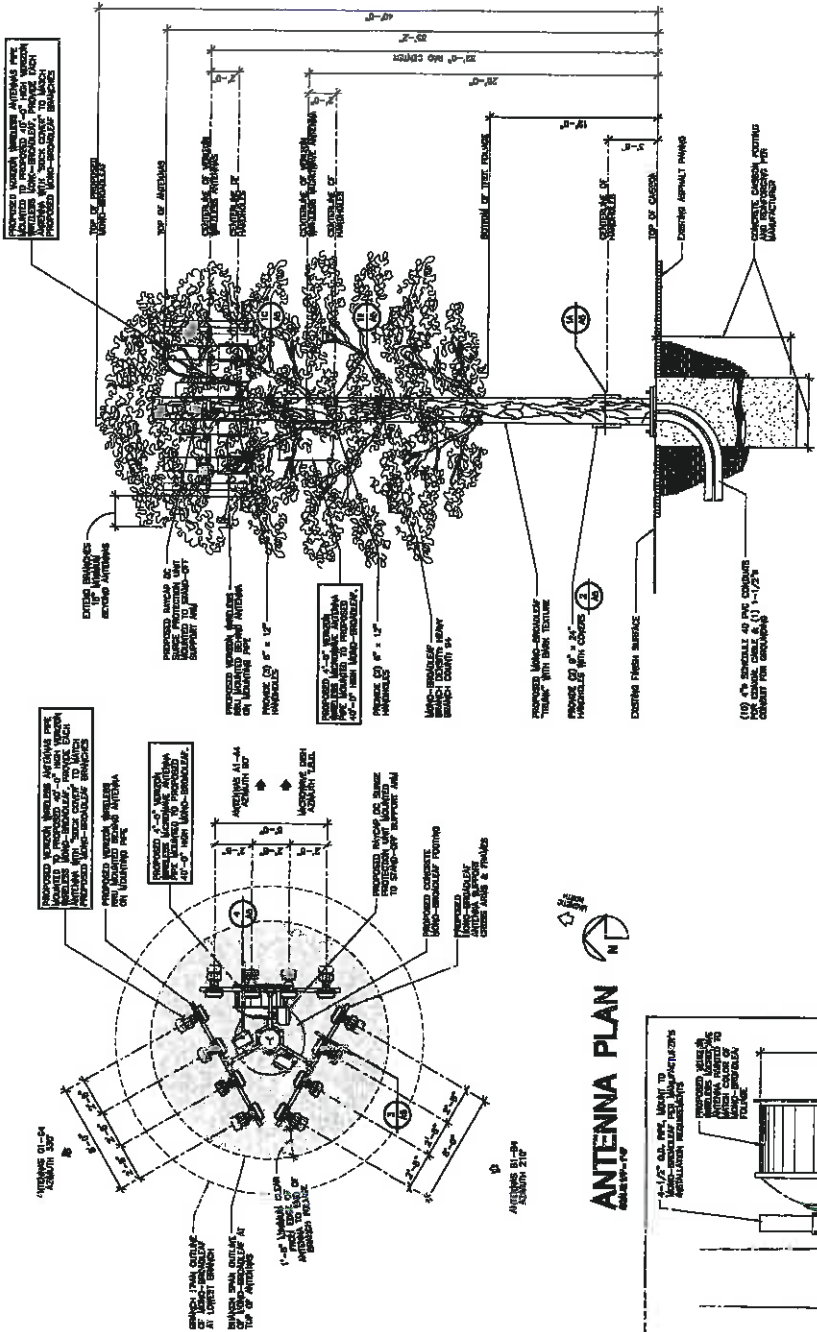
SHEET TITLE

**MONO-BROADLEAF  
 ELEVATION  
 ANTENNA PLAN  
 & DETAILS**

PROJECT/VERSION/ISSUE

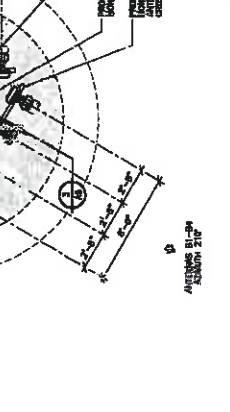
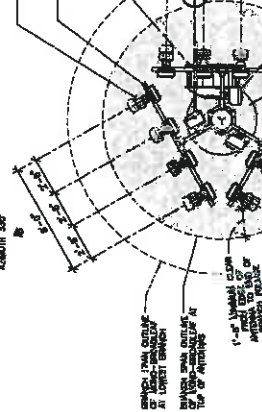
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ANTENNA	HEIGHT	ANTENNA TYPE	NUMBER	TYPE	TYPE	TYPE	TYPE	TYPE	TYPE

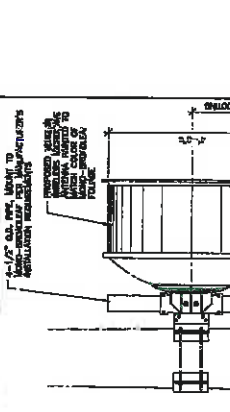


**MONO-BROADLEAF ELEVATION**

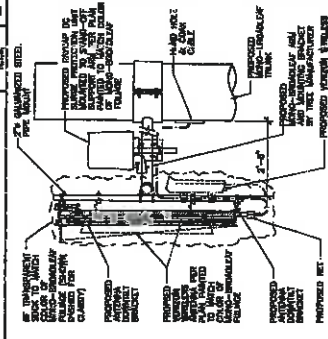
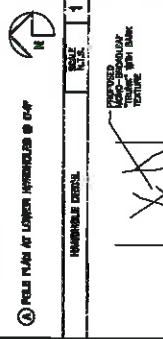
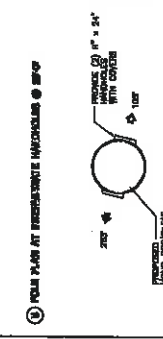
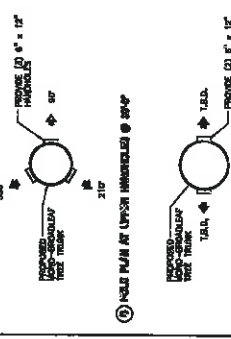
NOTE: ALL DIMENSIONS SHALL BE RETIRED AT ANY TIME.  
 MONO-BROADLEAF TREE CONSTRUCTION DATA SHEET



**ANTENNA PLAN**



NOTE: ALL DIMENSIONS SHALL BE RETIRED AT ANY TIME.  
 TYPICAL ANTENNA MOUNT



NOTE: ALL DIMENSIONS SHALL BE RETIRED AT ANY TIME.  
 TYPICAL ANTENNA MOUNT







**EUCLID & 18TH**  
2415 EAST 18TH STREET  
NATIONAL CITY, CA 91950

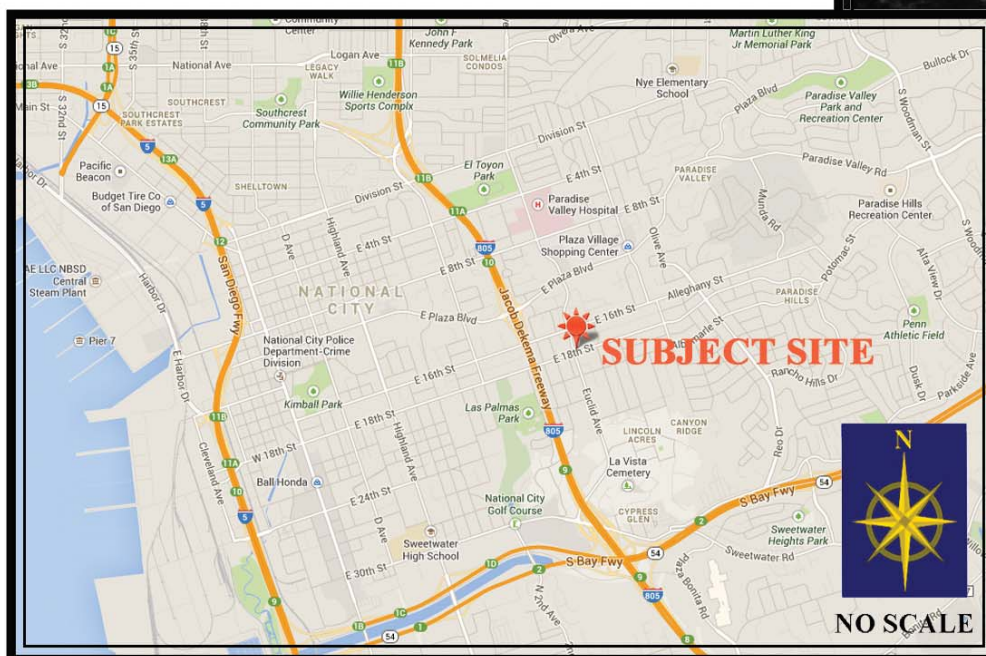
*LOOKING EAST TOWARD SUBJECT SITE*



**SITE PRIOR TO INSTALLATION**



**SITE AFTER INSTALLATION**



**VICINITY MAP**







**EUCLID & 18TH**  
2415 EAST 18TH STREET  
NATIONAL CITY, CA 91950

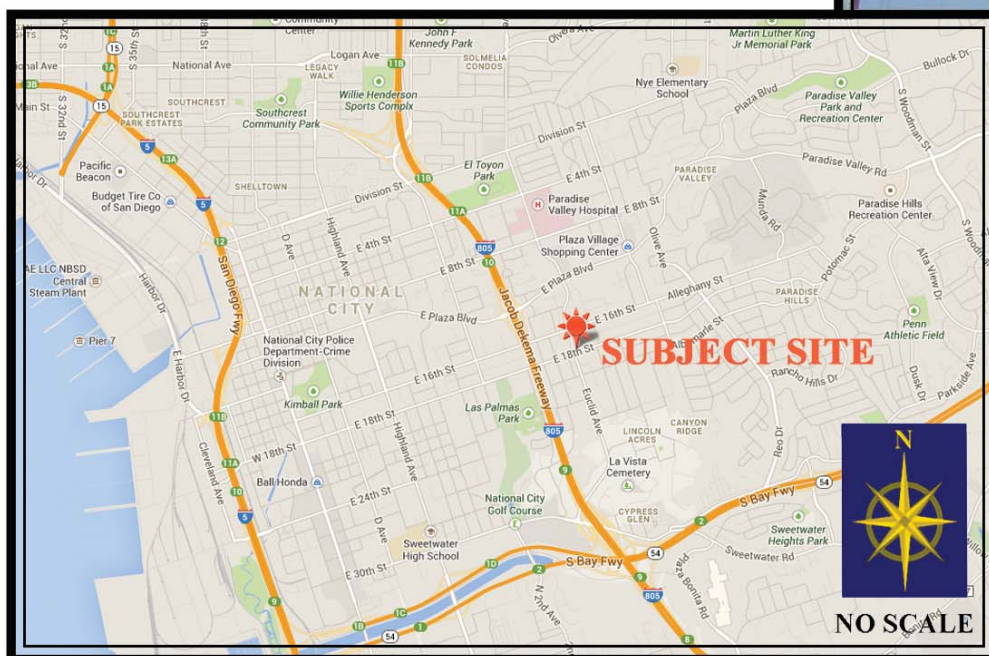
*LOOKING NORTHWEST TOWARD SUBJECT SITE*



**SITE PRIOR TO INSTALLATION**



**SITE AFTER INSTALLATION**



**VICINITY MAP**





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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO. 1**

**ITEM TITLE:**

Staff update on the San Diego State University Sage Project: Community Engagement for Sustainable Cities Program. (City Manager)

**PREPARED BY:** Brad Raulston, Executive Director

**DEPARTMENT:** City Manager

**PHONE:** 336-4440

**APPROVED BY:** 

**EXPLANATION:**

The Sage Project (Community Engagement for Sustainable Cities program) is a partnership between San Diego State University (SDSU) and National City which began informally during the Fall 2013 semester with 14 courses. The Sage Project will continue this Spring 2014 semester focusing 15 more courses (enrolling 500+ students) from across the University on City-identified projects that address smart growth, quality of life, and sustainability goals. Course projects are tied to goals and initiatives in the National City 2013 Strategic Plan and developed in consultation between National City staff, the Sage Project director, and participating SDSU faculty. The final deliverable to the City is a summary report of the best designs, solutions, and products generated by each participating class. This 2013-14 academic year has served as the proof-of-concept year, an informal stage of the partnership that has now developed into a more formal agreement between SDSU and National City for the following year. A Memorandum of Understanding has been executed by the City Manager in advance of the Spring semester. In addition, the first formal Project Agreement pertaining to wayfinding signs in the downtown and arts districts has been drafted, and subsequent agreements will follow. The ultimate aim for the Sage Project will be to create partnerships with a new municipality each following academic year, using the model established by the partnership with National City across these first two academic years.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.** Not Applicable.

**APPROVED:** \_\_\_\_\_ MIS

Various funding sources to be determined and approved for each individual project agreement.

**ENVIRONMENTAL REVIEW:**

Not Applicable.

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Not Applicable.

**BOARD / COMMISSION RECOMMENDATION:**

Not Applicable.

**ATTACHMENTS:**

1. Memorandum of Understanding
2. Project Agreement for Wayfinding Signs

**Memorandum of Understanding**  
**Between**  
**The Board of Trustees of the California State University System, on behalf of**  
**San Diego State University**  
**and**  
**The City of National City**

This Memorandum of Understanding (“MOU”) is entered into on this 4<sup>th</sup> day of February, 2014 by and between the City of National City, a municipal corporation (the “City”) and the Board of Trustees of the California State University system, on behalf of San Diego State University (“SDSU”).

**RECITALS**

WHEREAS, the City and SDSU desire to continue their relationship in which SDSU and the City collaborate on a variety of programs; and

WHEREAS, examples of such programs are the Community Engagement for Sustainable Cities Program (CESC Program) and the MBA Consulting Program (the “Programs”); and

WHEREAS, the collaboration between the parties may give rise to specific projects in which SDSU may be able to assist the City with an issue, concern, or problem; and

WHEREAS, the purpose of this MOU is to outline the general parameters of the collaboration; and

WHEREAS, the City and SDSU will enter into a separate Project Agreement for each project;

NOW THEREFORE, the City and SDSU agree as follows:

1. Project Agreement. The City and SDSU shall enter into a separate Project Agreement for each project. A copy of the template for the Project Agreement is attached to this MOU as Exhibit “A”. SDSU and the City agree to each and every provision of the attached Project Agreement.
2. General Responsibilities of the City. The City shall:
  - A. Work with SDSU to develop potential projects;



B. Provide information in support of each project including, but not limited to, reports, designs, plans, and data sets;

C. Assist SDSU with identifying stakeholders, public engagement activities, and community contacts in support of each project, as applicable; and

D. Host student field trips to help establish the context for projects, as applicable.

2. General Responsibilities of SDSU. SDSU shall:

A. Assign qualified students to work on each specific project;

B. Assign qualified faculty member(s) to supervise the performance of the student(s) on the specific projects;

C. Assist with the development of a scope of work for each project;

D. Provide logistical support for each project; and

E. Develop communications about the Programs and the specific projects.

3. Effective Date and Length of the MOU. This MOU will become effective on February 4, 2014. The duration of this MOU is for the period of three (3) years, from February 4, 2014 through February 4, 2017.

4. Contacts. The parties shall assign a contact person who shall have responsibility for the execution and progress of this MOU.

The contact person for the City:

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

The contact person for SDSU:

Cathy Garcia  
Director  
Reference Agreement #40089846  
Contract and Procurement Management  
San Diego State University  
5500 Campanile Dr. AD 116  
San Diego, CA 92182-1616

5. Termination. This Agreement may be terminated with or without cause by either party. Termination shall be effective upon thirty (30) day's written notice to the other party.

6. Assignment. Neither this MOU nor any interest herein may be assigned by either party without the prior written consent of the other party. Neither party shall subcontract to any other person, entity or agency the performance of any of its obligations under this MOU without the prior written consent of the other party.

7. Capacity and Authority. All individuals signing this MOU represent and warrant that they have the necessary capacity and authority to act for, sign and bind the respective party on whose behalf they are signing.

8. Miscellaneous Provisions.

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

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


C. *Exhibits and Schedules.* Any Exhibits and Schedules attached to this MOU are incorporated into this MOU by this reference for all purposes.

D. *Amendment to this MOU.* The terms of this MOU may not be modified or amended except by an instrument in writing executed by each of the Parties.


IN WITNESS WHEREOF, the Parties have executed this MOU on the date and year first above written.

*[Signature Page to Follow]*

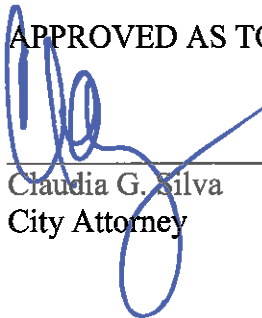
**CITY OF NATIONAL CITY**


By:   
Leslie Deese, City Manager

**SAN DIEGO STATE UNIVERSITY**

By:   
Lorretta A. Leavitt  
Associate Vice President  
Financial Operations

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Claudia G. Silva  
City Attorney

By:   
Kathy LaMaster  
Associate Vice President for Academic Affairs

**PROJECT AGREEMENT  
BETWEEN  
THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY SYSTEM,  
ON BEHALF OF  
SAN DIEGO STATE UNIVERSITY  
AND  
THE CITY OF NATIONAL CITY**

This Agreement is entered into on this 21st day of January, 2014 by and between the City of National City, a municipal corporation (the "City") and the Board of Trustees of the California State University system, on behalf of San Diego State University, Division of Undergraduate Studies ("SDSU").

**RECITALS**

WHEREAS, the City and SDSU anticipate entering into a Memorandum of Understanding ("MOU") which will outline the general parameters of the collaboration between the City and SDSU; and

WHEREAS, the MOU will state that the City and SDSU will enter into a separate Project Agreement for each project; and

WHEREAS, the City and SDSU desire to enter into this Project Agreement for the development of wayfinding signs for the City.

NOW THEREFORE, the City and SDSU agree as follows:

**AGREEMENT**

1. **ENGAGEMENT OF SDSU.** The City agrees to engage SDSU, and SDSU agrees to perform the services set forth in this Agreement in accordance with all terms and conditions contained herein.
2. **SCOPE OF SERVICES.** SDSU shall develop wayfinding signs and identify the location of the signs to provide guidance to the City on how to improve walkability, accessibility, and safety in priority zones. SDSU will perform services as set forth in the attached Exhibit "A".
3. **PROJECT COORDINATION AND SUPERVISION.** Brad Raulston is designated as the Project Coordinator for the City and will monitor the progress and execution of

this Agreement. SDSU shall assign a single Project Coordinator to provide supervision and have overall responsibility for the progress and execution of this Agreement for SDSU. Jessica Barlow is designated as the Project Coordinator for SDSU.

4. **COMPENSATION AND PAYMENT.** The total cost for all work described in Exhibit "A" shall be \$25,000. Payment shall be in one lump sum and is due upon completion of the services as set forth in Exhibit "A". This payment is the only financial responsibility of the City. The City shall not be responsible for any other expenses related to the performance of the services pursuant to this Agreement.

5. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on September 1, 2013. The duration of this Agreement is for the period of September 1, 2013 through January 31, 2014. Completion dates or time durations for specific portions of the Project, if any, are set forth in Exhibit "A".

6. **INDEPENDENT CONTRACTOR.** Both parties 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. SDSU's employees and students are not 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.

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

8. **ASSIGNMENT.** Neither this Agreement nor any interest herein may be assigned by SDSU without the prior written consent of the City. SDSU shall not subcontract to any other person, entity or agency the performance of any of its obligations under this Agreement without the prior written consent of the City.

9. **COMPLIANCE WITH APPLICABLE LAW.** SDSU, 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.

10. **NON-DISCRIMINATION PROVISIONS.** SDSU 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. SDSU

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.

11. **CONFIDENTIAL INFORMATION.** The City may from time to time communicate to SDSU certain confidential information to enable SDSU to effectively perform the services to be provided herein. Such confidential information shall be in writing and shall be clearly marked as "CONFIDENTIAL INFORMATION" on the face of such document. SDSU shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the City. SDSU 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 11, 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 SDSU, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of SDSU without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to SDSU 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.

If SDSU receives a request for documents pursuant to the California Public Records Act, California Government Code sections 6250 through 6259, which SDSU received from the City regarding the subject matter of this Agreement, SDSU shall notify the City as soon as possible to give the City the opportunity to object and seek any appropriate relief. In its performance hereunder, SDSU 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.

12. **INDEMNIFICATION AND HOLD HARMLESS.**

A. SDSU agrees to defend, indemnify and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, 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 SDSU's performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.



B. The City agrees to defend, indemnify and hold harmless SDSU, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, 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 City'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 SDSU, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

13. **STATUS OF STUDENTS.** Students are not officers, agents, or employees of SDSU.

14. **INSURANCE.**

A. The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

B. The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

C. SDSU shall provide professional and personal general liability coverage for students performing services pursuant to this Agreement through the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). The coverage limits under this program are \$1,000,000.00 for each Loss and \$2,000,000.00 Aggregate for all Covered Parties, and not per student. The City shall be named as an additional insured under the SAFECLIP Program.

D. The self-insurance and SAFECLIP Program above shall constitute primary insurance as to the City, its officers, employees, and volunteers, so that any policies held by the City shall not contribute to any loss under said self-insurance and SAFECLIP Program. Said self-insurance and SAFECLIP Program shall provide for thirty (30) days prior written notice to the City of cancellation or material change.

E. 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 such self-insurance and SAFECLIP Program are not kept in full force and effect at all times during the terms of this Agreement, the City may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

15. **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, the parties shall pay their own costs and expenses of suit, including attorneys' fees.

16. **DISPUTE RESOLUTION.** Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by the Project Coordinators of the City and SDSU shall be brought to the attention of the City Manager, or designee, of the City and the Associate Vice President, Financial Affairs, or designee, of SDSU for joint resolution. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement. Despite an unresolved dispute, the City and SDSU shall continue without delay to perform its responsibilities under this Agreement. The Parties shall keep accurate records of its services in order to adequately document the extent of its services under this Agreement.

17. **TERMINATION.** If either party wishes to terminate this Agreement due to non-performance or failure to meet expectations, the terminating party will consult with the other party to seek resolution. Notwithstanding the above, this Agreement may be terminated with or without cause by the either party upon 30 days written notice to the other party. In the event of termination, all finished or unfinished Reports, Data, Methods, Analysis, Recommendations, and other documents prepared by SDSU, whether paper or electronic, shall immediately be delivered to the City. SDSU 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 pursuant to this Agreement, and less any damages caused the City by SDSU, if any.

18. **LOGOS.** Neither party shall use any identifying logos or marks of the other without the express written permission of the other party.

19. **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: Brad Raulston  
Executive Director  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

To SDSU: Cathy Garcia  
Director  
Reference Agreement #40089846  
Contract and Procurement Management  
San Diego State University  
5500 Campanile Dr. AD 116  
San Diego, CA 92182-1616

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.

20. **CAPACITY AND AUTHORITY.** All individuals signing this Agreement represent and warrant that they have the necessary capacity and authority to act for, sign and bind the respective party on whose behalf they are signing.

21. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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


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

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

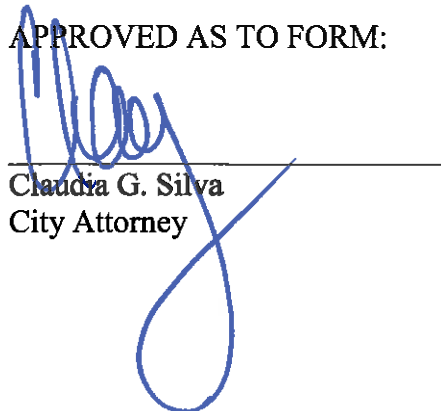
**CITY OF NATIONAL CITY**

By:   
Leslie Deese, City Manager

**SAN DIEGO STATE UNIVERSITY**

By:   
Lorretta A. Leavitt  
Associate Vice President  
Financial Operations

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Claudia G. Silva  
City Attorney


By:   
Kathy LaMaster  
Associate Vice President for Academic Affairs

Exhibit A

The City shall provide SDSU with district master plans and shall determine the priority areas.

The City shall provide SDSU with a list of capital projects that have been funded.

SDSU shall develop graphics for wayfinding signs and shall identify the locations for the wayfinding signs. In determining the locations for the wayfinding signs, SDSU shall focus on connecting transit facilities with major City of National City parks, libraries, and other places of interest.

SDSU shall develop the network of wayfinding signs focusing on safety, accessibility, and walkability.



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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Response to the December 3, 2013 direction by the City Council to bring forward recommendations related to the facilitation of a City Council Retreat, including possible dates and format.

**PREPARED BY:** Stacey Stevenson

**PHONE:** 336-4308

**EXPLANATION:**

See attached staff report

**DEPARTMENT:** Administrative Services

**APPROVED BY:** 

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

The estimated cost of this engagement is \$6,800. Funds are available 001-409-000-213

**APPROVED:** 

**Finance**

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Provide direction to Staff

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Staff report



## City Council Staff Report

February 4, 2014

### ITEM

Staff Report: Response to the December 3, 2013 direction by the City Council to bring forward recommendations related to the facilitation of a City Council Retreat, including possible dates and format.

### BACKGROUND

On December 3, 2013, during a regularly scheduled meeting, following discussion of a properly agenda item, the City Council of the City of National City directed staff to bring forward recommendations related to the facilitation of a City Council retreat. The purpose of this report is to provide a proposed outline for the development of the retreat, to provide a recommendation for a facilitator, and to discuss scheduling options.

### DISCUSSION

#### Developing the Retreat

Given the information provided by the City Council to date, as a starting point possible agenda topics include:

- a. Communication among Council members – how to effectively share and receive information to get to a more tangible outcome
- b. Goal setting to address key, resolvable issues

In conferring with subject matter experts in working with boards, commissions and City Councils, it is common practice to engage said body in the development of the agenda through a facilitated process. This can be accomplished through one on one interviews with each member. The purpose of the interview is to:

- a. establish rapport between the consultant and the session attendees;
- b. gather data about “current reality” and the “desired state”,
- c. enable the consultant to design a session that meets the attendees’ needs.

Staff Report – Response to the December 3, 2013 direction by the City Council to bring forward recommendations related to the facilitation of a City Council Retreat, including possible dates and format.

February 4, 2014

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Once the interviews are complete, a draft workshop design can be created by the consultant, with the design vetted in advance of the retreat.

#### Facilitators

As discussed at the meeting of December 3, 2013, there is an interest in conducting the proposed retreat in Spring, 2014. Given the timetable, the type of body (City Council), and the general topics provided by the City Council, a list of three facilitators skilled in this area are provided to you for consideration. Biographies are provided as an attachment.

#### Scheduling

The nature of the retreat lends itself best to an environment that is casual, allowing for dialogue and discussion: a session outside of a normal business meeting, in a more relaxed environment. Based on the pre-work to be done, such a retreat could be conducted in mid-March to late March or the month of May, based on your preference. If the direction is to move forward, staff can work with the facilitator and the Council on the actual scheduling.

### **RECOMMENDATION**

Staff recommends the following:

1. Select a facilitator from the list provided
2. Direct staff to work with the selected facilitator in developing designing the retreat based on the process outlined above

### **FISCAL IMPACT**

Based on the above, the cost is estimated to be \$6,800

Attachments: Facilitator Biographies

- a. Frank Benest
- b. Ed Everett
- c. Gary Winters

### **Frank Benest**

Until August 2008, Frank Benest served as the City Manager of Palo Alto, California. He is a noted consultant and trainer on rightsizing public organizations, entrepreneurial government, civic engagement, leadership development and succession planning.

Prior to his appointment in Palo Alto, Frank served as City Manager in Brea and Colton, California. He has a doctorate in management from Brigham Young University; a Masters in Public Administration from California State University, Long Beach; and a Bachelor of Arts degree from Yale University. Frank is a Credentialed ICMA Manager.

Frank is Past President of the California City Managers Department and past Vice President of the International City/County Management Association (ICMA). Frank teaches at Stanford University and has been inducted into the National Academy of Public Administration.

Frank currently serves as the ICMA Senior Advisor for Next Generation Initiatives and Co-Chair of the Cal-ICMA Coaching Program.

**ED EVERETT**

Ed is a nationally known expert in the areas of Community Building and Civic Engagement. Ed has 34 successful years of experience in local government, including 24 years as a city manager. Ed was awarded the ICMA's highest award: "Award for Career Excellence" in 2007.

Ed is the Senior City Strategist for Nextdoor: Connecting neighbors, Strengthening Neighborhoods and Building Community. . He is a Senior Fellow with the Davenport Institute of Public Engagement and Civic Leadership at Pepperdine University.

Ed has a degree in Economics from U.C. Davis and a graduate degree in Urban Affairs from Princeton University. He currently resides in Redwood City.

## GARY WINTERS

Gary Winters has over twenty-five years experience helping leaders become more effective. He's the author of five books on leadership and management, including *To Do or Not To Do – How Successful Leaders Make Better Decisions*, *What Your Boss Never Told You – A Quick Start Guide for New Managers*, and *Managing Friends and Former Peers*. His blog, *The Leadership Almanac*, explores the practical side of leadership, from how effective leaders create compelling visions to how they sweat the small stuff, from how they make tough decisions to how they navigate difficult conversations, from how they *inspire* to what makes them *perspire*.

He is the former director of the Management Development Center at SDSU and past president of the Organization Development Network of San Diego.

His public sector clients include over sixteen cities, nine water districts, three state agencies, three federal agencies, and over a dozen other organizations including counties, boards and commissions, school districts and universities.

Mr. Winters's leadership training programs, which focus on practical, effective solutions, have been attended by over 40,000 people. He has been an executive coach to CEOs, general managers, mayors, city managers, department heads and others.

His consulting practice focuses on:

- Working with leaders one-on-one as an executive coach
- Facilitating small groups including: team building, executive retreats, leadership seminars and workshops
- Designing and implementing whole system interventions

His content expertise (in alphabetical order) includes:

- Conflict resolution
- Decision-making
- Employee surveys
- Interpersonal communication
- Leadership development
- Strategic planning
- Team building strategies



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

**MEETING DATE:** February 4, 2014

**AGENDA ITEM NO.**

**ITEM TITLE:**

National City Sales Tax Update Newsletter – Third Quarter 2013

**PREPARED BY:** Ed Prendell, Budget Analyst

**DEPARTMENT:** Finance

**PHONE:** 619-336-4332

**APPROVED BY:** 

**EXPLANATION:**

**BACKGROUND**

National City has an on-going contract with Hinderliter, de Llamas & Associates (HdL) for revenue management. Staff meets with a representative of HdL on a quarterly basis to review sales tax data & trends within the City & Statewide.

**NEWSLETTER SUMMARY**

Receipts for National City's July through September sales were 11.4% higher than the same quarter one year ago.

Autos and transportation posted a strong quarter from new and used car sales and leases. In addition, receipts from business and industry were boosted by onetime payments.

Lower receipts from service stations partially offset the city's gains. General consumer goods also posted sales declines from family apparel, department stores, and home furnishings; however, the loss was exaggerated by payment anomalies. Onetime adjustments were responsible for temporarily depressing building and construction.

Measure "D", the city's voter approved transaction tax generated \$2,452,022, an 8.3% increase over the same quarter last year.

Adjusted for aberrations, taxable sales for all of San Diego County increased 6.1% over the comparable time period, while Southern California region as a whole was up 5.3%.

**FINANCIAL STATEMENT:**

**APPROVED:** 

Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

MIS

NA

**ENVIRONMENTAL REVIEW:**

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

**ORDINANCE:** INTRODUCTION:

FINAL ADOPTION:

**STAFF RECOMMENDATION:**

Accept and file the newsletter.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

National City Sales Tax Update Newsletter – Third Quarter 2013

# Q3 2013



# National City Sales Tax Update

Fourth Quarter Receipts for Third Quarter Sales (July - September 2013)

## National City In Brief

Receipts for National City's July through September sales were 11.4% higher than the same quarter one year ago.

Autos and transportation posted a strong quarter from new and used car sales and leases. In addition, receipts from business and industry were boosted by onetime payments.

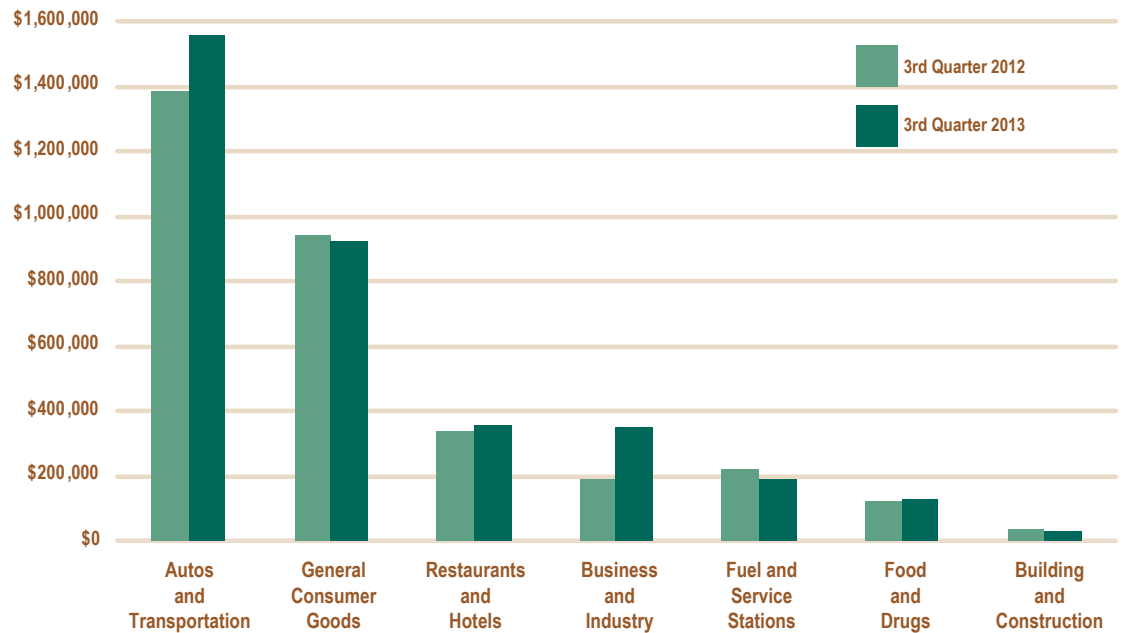
Higher receipts from quick service and fast casual eateries were responsible for the increase from the restaurant group. Accounting adjustments that lifted grocery stores inflated the food and drugs group.

Lower receipts from service stations partially offset the city's gains. General consumer goods also posted sales declines from family apparel, department stores, and home furnishings; however, the loss was exaggerated by payment anomalies. Onetime adjustments were responsible for temporarily depressing building and construction.

Measure "D", the city's voter approved transactions tax generated an additional \$2,452,022, an 8.3% increase over the same quarter last year.

Adjusted for aberrations, taxable sales for all of San Diego County increased 6.1% over the comparable time period, while the Southern California region as a whole was up 5.3%.

## SALES TAX BY MAJOR BUSINESS GROUP



### TOP 25 PRODUCERS

In Alphabetical Order

Arco AM PM	One Source Distributors
Ball Honda Acura	Perry Chrysler
Mitsubishi Suzuki	Dodge Jeep Ram
Kia	Perry Ford
C & M Motors Truck Center	Probuild Company
Costco Optical Lab	Ron Baker Chevrolet
Frank Hyundai	Ross
Frank Subaru	Satis Vacuum of America
Frank Toyota Scion	South Bay Volkswagen
Highland Arco	South County Buick GMC
JC Penney	Target
Macys	Walmart
Mor Furniture 4 Less	Wescott Mazda
Mossy Nissan	
Nordstrom Rack	

### REVENUE COMPARISON

Two Quarters – Fiscal Year To Date

	2012-13	2013-14
Point-of-Sale	\$6,450,617	\$6,964,010
County Pool	735,187	864,634
State Pool	2,061	3,738
<b>Gross Receipts</b>	<b>\$7,187,865</b>	<b>\$7,832,381</b>
Less Triple Flip*	\$(1,796,966)	\$(1,958,095)
<b>Measure D</b>	<b>\$4,442,303</b>	<b>\$4,763,425</b>

\*Reimbursed from county compensation fund

## Statewide Results

The local share of sales and use tax revenues from the summer sales quarter was temporarily reduced by a state computer glitch that failed to fully fund receipts from sellers of building and construction supplies. Actual sales activity was up 5.8% over last year's comparable quarter after adjusting for this and other aberrations. Overall performance was generally similar throughout most regions of the state.

New and used auto sales and leases again grew at double digit rates and were the primary contributor to the quarter's statewide growth. With on-line sales remaining strong and more businesses reporting due to the state's new out-of-state reporting requirements, countywide pool allocations became the second largest portion of this quarter's overall increase. Recovering building and construction activity was also significant with a 9.7% gain after adjusting for the delayed allocations.

Gains in most other segments were relatively modest while receipts from fuel and service stations declined for the third consecutive quarter.

## Local Sales Tax Measures

Ten of twelve proposals for sales tax add-ons were approved in November as voters continued to support funding local services where they have more input and control.

New taxes were approved in Antioch, Corte Madera, Huron, Larkspur, San Anselmo and Scotts Valley. Existing add-ons were either increased or extended in El Monte, Rohnert Park, San Rafael and Stockton.

This brings the total number of city transactions and use tax districts to 135 and countywide districts to 44. Additional measures are expected to appear on local ballots in 2014.

## Tax Rebates

Effective January 1, AB 562 (Williams) requires public notice and hearings on economic subsidies exceeding \$100,000. Identification of beneficiaries of the subsidy, the amounts, the beginning and ending dates and promised tax and job benefits are required as are periodic up-dates.

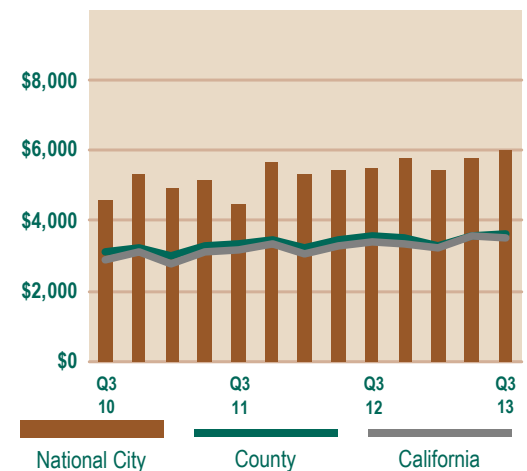
As on-line sales divert a greater portion of tax revenues from business and consumer purchases to centralized fulfillment centers, rebates of up to 85% are being bid in exchange for being the "point of sale" for the remainder. This bill encourages deeper evaluation of agreements that are collectively transferring an alarming share of statewide local sales tax to corporate bottom lines while cutting revenues for public services.

## Holiday Sales Tax Shifts

Local tax receipts from fourth quarter sales will not be seen until March but may differ from previous years. Some forecasters predicted that on-line shopping would account for

up to 40% of holiday sales which would transfer that portion of the tax from stores to central fulfillment centers or county allocation pools. Final tax results from holiday spending will be pushed into June based on a National Retail Federation survey that showed 80% of shoppers gave at least one gift card. Tax is not charged until a gift card is redeemed.

## SALES PER CAPITA



## NATIONAL CITY TOP 15 BUSINESS TYPES

Business Type	*In thousands			
	National City Q3 '13*	National City Change	County Change	HdL State Change
Auto Lease	63.8	36.0%	22.7%	18.1%
Casual Dining	102.7	-0.3%	1.3%	2.8%
Department Stores	137.6	-4.1%	1.1%	1.6%
Discount Dept Stores	218.4	-1.3%	-4.1%	-8.1%
Electrical Equipment	77.9	140.6%	-23.7%	-2.7%
Electronics/Appliance Stores	65.2	9.3%	-0.5%	4.2%
Family Apparel	153.1	-11.1%	6.0%	5.7%
Light Industrial/Printers	92.4	193.0%	-4.2%	2.9%
New Motor Vehicle Dealers	1,277.0	12.9%	12.6%	12.8%
Quick-Service Restaurants	204.5	9.0%	4.3%	4.1%
Service Stations	189.0	-14.7%	-2.3%	-1.5%
Shoe Stores	60.2	1.7%	4.0%	6.5%
Specialty Stores	76.6	10.7%	9.3%	7.7%
Used Automotive Dealers	97.3	11.6%	0.1%	11.5%
Women's Apparel	76.1	-0.1%	1.3%	1.0%
<b>Total All Accounts</b>	<b>\$3,541.7</b>	<b>9.4%</b>	<b>2.4%</b>	<b>2.5%</b>
<b>County &amp; State Pool Allocation</b>	<b>\$454.2</b>	<b>29.4%</b>	<b>21.1%</b>	<b>12.5%</b>
<b>Gross Receipts</b>	<b>\$3,995.9</b>	<b>11.4%</b>	<b>4.2%</b>	<b>3.5%</b>

**ITEM #  
2-4-14**

**STATE OF CALIFORNIA FISCAL YEAR 2015  
BUDGET UPDATE  
(FINANCE)**

**ITEM #21**  
**2/4/14**

**DISCUSSION OF A SAFE ONGOING PRESCRIPTION DRUG  
DROP OFF SITE WHICH WOULD ALLOW RESIDENTS TO  
DISPOSE OF HOUSEHOLD PRESCRIPTION MEDICATIONS  
AT A LOCATION FOR QUICK AND CONVENIENT USE**

**(COUNCIL INITIATED)**





**San Diego Police Department  
SAFE PRESCRIPTION  
DRUG  
DROP OFF PROGRAM**



A program for The City of San Diego residents to safely dispose of unwanted household medications.



For further information about the program, please contact:



San Diego Police Department  
Southeastern Division

(619) 527-3500

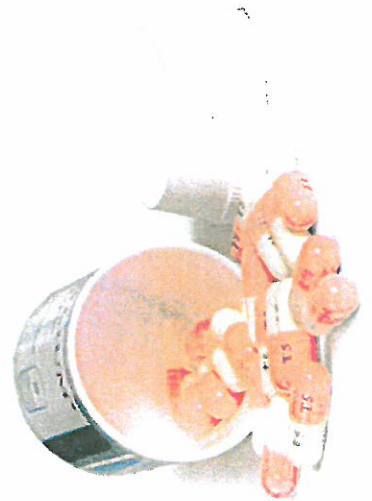
Monday through Friday,  
8 a.m. to 5 p.m.



In response to growing demands for a safe and convenient way to dispose of household prescription medications, the San Diego Police Department has installed a drop-box at its Southeastern Division for quick and convenient use.

Residents can bring all types of unwanted medications, including prescription and over-the-counter drugs.

Citizens can remain completely anonymous. Remember, this program is for household medications only. Medical professionals are not eligible.





## Why is it important to get rid of unwanted medications?

- Teenagers and young adults are abusing medications. Some taken from their parents or grandparents medicine cabinet at an alarming rate!
- Young children and pets accidentally ingest medications found around the home, leading to potential poisoning.
- Seniors can mistakenly mix incompatible medications or take expired drugs that may be harmful to them.

## Why should we avoid flushing medications or throwing them in the trash?

- Wastewater treatment facilities are not designed to remove many of the constituents found in medications, so these materials may pass untreated into our water system. Researchers have detected trace elements of medications in numerous water bodies nationwide.
- Medications thrown in the trash are susceptible to retrieval by individuals or pets. When sent to the landfill, medications can potentially enter the environment.



## The following items can be deposited in the drop box:

- Over-the-counter medications
- Prescription medications
- Medication samples
- Medications for household pets

## The following items are NOT accepted:

- Needles or other "sharps"
- Hazardous waste
- Thermometers
- Personal care products (non-medicated shampoo, soap, perfume, etc.)
- Trash
- Mail
- Lost and found materials
- Empty containers
- Business/professional waste

Please keep medications in their original containers and remove or scratch out all personal information, including name, address, and phone number.

This program is for household medications only. Medical professionals are not eligible.

## Collection Locations:

The San Diego Police Department will accept unwanted household medications at the following locations:

**Southeastern Division -**  
7222 Skyline Drive

San Diego, CA. 92114

Drop Box located in main lobby of station.  
(619) 527-3500

Hours of operation:

Monday through Friday, 8 p.m. to 5 p.m.

**Northwestern Division -**

12592 El Camino Real

San Diego, CA. 92130

(858) 523-7000

Drop Box located on north side of station at pedestrian gate.

Hours of operation:

24 hours a day, 7 days a week.

