



SPECIAL MEETING OF THE GOVERNING BOARD

Written notice is hereby given, in accordance with Education Code Section 35144 and Government Code Section 54957.6, that a special meeting of the Governing Board of the National School District will be held as follows:

Administrative Center
1500 "N" Avenue
National City, CA 91950

The public may view the meeting by accessing the following link:
<https://meet.google.com/cdz-dnns-tqa>

To listen to the meeting, please call (US) +1 929-276-0833 PIN: 150 855 595#

National School District employees can also use the live stream link to view the meeting:
<https://stream.meet.google.com/stream/c1ba08d5-d86e-4dc2-bc6f-59828350be88>

*(If you are having trouble with any of the above links, please try copying
and pasting the links to the address bar in your browser.)*

Tuesday, November 17, 2020

Open Session – 4:30 p.m.

NOTICE

This meeting will be conducted in accordance with Governor Newsom's Executive Order 28-20 relating to the COVID-19 pandemic. Due to applicable Public Health Orders issued by the County Health Officer, the National School District will not be open to the public.

AGENDA

If you wish to speak to the Governing Board, comments will be accepted in writing only. You may submit your comment to public-comment@nsd.us no later than 12:00 p.m. Tuesday, November 17, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (Approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by 12:00 p.m. Tuesday, November 17, 2020 at (619) 336-7700.

NATIONAL SCHOOL DISTRICT
1500 'N' Avenue • National City, CA 91950 • (619) 336-7500 • Fax (619) 336-7505 • <http://nsd.us>

Creating Successful Learners... Now

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMUNICATIONS

Barbara Avalos,
Board President

Public communication provides the public with an opportunity to address The Governing Board regarding an item on the agenda or other topic. The following notice was given at posting of this agenda: "If you wish to speak to the Board, comments will be accepted in writing only. You may submit your comment to public-comment@nsd.us no later than 12:00 p.m. Tuesday, November 17, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent's office by 12:00 p.m. Tuesday, November 17, 2020 at (619) 336-7700. No Board action can be taken.

5. BUSINESS SERVICES

5.1. Award Contract #CT3784 for Bid #20-21-144 to C&M Motors, Inc. for the purchase of two refrigerated food transport trucks.

Dr. Lisbeth Johnson,
Interim Assistant
Superintendent,
Business Services

6. ADJOURN TO CLOSED SESSION

7. CLOSED SESSION

Closed session in accordance with Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Leticia Hernandez


Employee organizations: California School Employees Association

Closed session in accordance with Government Code Section 54957:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Superintendent

8. ADJOURNMENT


Barbara Avalos, Board President

Agenda Item: **1. CALL TO ORDER**

Agenda Item: **2. PLEDGE OF ALLEGIANCE**

Agenda Item: **3. ROLL CALL**

Quick Summary /
Abstract:

Board:

Ms. Barbara Avalos

Ms. Maria Betancourt-Castañeda

Mr. Brian Clapper

Ms. Maria Dalla

Ms. Alma Sarmiento

Staff:

Dr. Leighangela Brady, Superintendent-Administration

Dr. Leticia Hernandez, Assistant Superintendent-Human Resources

Dr. Lisbeth Johnson, Interim Assistant Superintendent-Business Services

Dr. Sharmila Kraft, Assistant Superintendent-Educational Services

Agenda Item: **4. PUBLIC COMMUNICATIONS**

Speaker: Barbara Avalos, Board President

Quick Summary / Abstract: Public communication provides the public with an opportunity to address The Governing Board regarding an item on the agenda or other topic. The following notice was given at posting of this agenda: “If you wish to speak to the Board, comments will be accepted in writing only. You may submit your comment to public-comment@nsd.us no later than 12:00 p.m. Tuesday, November 17, 2020. All timely received comments will be read to the Governing Board by the Recording Secretary at the time the Board President calls the item. Comments are not to exceed three (3) minutes (approx. 450 words) for one matter up to a maximum of five (5) minutes for all matters. There shall be a limit of twenty (20) minutes for any matter. Any time limits may be waived by a majority vote of the Board. If you have special needs because of a disability and have difficulty submitting comments via email, please contact the Superintendent’s office by 12:00 p.m. Tuesday, November 17, 2020 at (619) 336-7700. No Board action can be taken.

Agenda Item: **5. BUSINESS SERVICES**

Agenda Item: **5.1. Award Contract #CT3784 for Bid #20-21-144 to C&M Motors, Inc. for the purchase of two refrigerated food transport trucks.**

Speaker: Dr. Lisbeth Johnson, Interim Assistant Superintendent, Business Services

Quick Summary / Abstract: On October 14, 2020, the Governing Board authorized the administration to advertise for the purchase of two refrigerated food transport trucks. Child Nutrition Services (CNS) currently utilizes one 2009 refrigerated truck and one 2014 delivery truck for the transportation of food and supplies from the CNS warehouse to school sites. The current California regulations state that starting January 1, 2020, all trucks need to be replaced so that they all have 2010 model year engines or equivalent emissions by January 1, 2023.

These trucks will be used immediately in the ongoing efforts of the CNS Department to distribute as much food as possible to National City families during the ongoing pandemic. Shipments received by the USDA require refrigeration up to the point of distribution to families.

Comments: Bids were publicly opened on November 13, 2020. The District received three (3) bids for this contract:

- C&M Motors, Inc \$248,810.00
- Transport Truck Center \$258,469.72
- Velocity Truck Centers \$269,344.72

C7M Motors, Inc. is the lowest responsive bidder. The District requires a minimum of three references for each bidder. All references for the low bidder were checked.

Recommended Motion: Award Contract #CT3784 for Bid #20-21-144 to C&M Motors, Inc. for the purchase of two refrigerated food transport trucks.

Financial Impact: Contract cost: \$248,810
Additional staffing costs: \$0
Other costs: \$0
One time cost
CARES Fund

Attachments:
CT3784

CONTRACT AGREEMENT CT3784

THIS AGREEMENT made and entered into this 17th day of November 2020, by and between the National School District, San Diego County, California, hereinafter called the District, and C&M Motors Inc., hereinafter called the Vendor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, Submitted Bid Form, the Special Provisions, the Specifications, the Agreement, including all modifications thereof duly incorporated therein, and all documents in the 18 page bid package of Bid Number 20-21-194, and addenda # 1. Any and all obligations of the District and the Vendor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. THE MATERIALS AND SUPPLIES: The Vendor agrees to furnish the item of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. It is understood by the Vendor that all items or service will be promptly delivered to the District.

3. PAYMENTS. Within thirty-five (35) days after delivery of any or all of the items hereinabove set forth and their acceptance by the District, the District agrees to pay to the Vendor, and the Vendor agrees to accept in full payment therefor, the sum set forth on the bid form.

4. TERMINATION FOR DEFAULT: If the said Vendor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Vendor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

5. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

6. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Vendor.
- b) By unit prices agreed upon by the District and the Vendor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

7. TIME OF COMPLETION: The Vendor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Vendor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

8. SAVE HARMLESS CLAUSE: The Vendor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.

9. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Contract. Defective items shall be made good by the Vendor, and unsuitable items may be

rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering district and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the ordering district.

10. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

11. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

12. ASSIGNMENT OF CONTRACT: The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.

13. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

14. VENDOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Vendor is an independent Vendor, and is not an officer, employee or agent of the District.

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

VENDOR:

By: _____

Signature: _____

Its: _____

DISTRICT:
National School District

By: _____

Signature: _____

Its: _____

Governing Board Date: _____

Agenda Item: **6. ADJOURN TO CLOSED SESSION**

Agenda Item: **7. CLOSED SESSION**

Quick Summary / Abstract: Closed session in accordance with Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Leticia Hernandez

Employee organizations: California School Employees Association

Closed session in accordance with Government Code Section 54957:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Superintendent

Agenda Item: **8. ADJOURNMENT**