

**Attachment A to Agenda File No. 2020-0289**

San Diego Unified Port District

Document No. **71670**Filed **07/17/2020**

Office of the District Clerk

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND  
THE CITY OF NATIONAL CITY

This Memorandum of Understanding (“MOU”) is made and entered into as of July <sup>16</sup>, 2020, by and between the San Diego Unified Port District (“District”), a public corporation, and the City of National City (“National City”), a public corporation.

Recitals

WHEREAS, on or about July 12, 2020, a fire erupted on the USS Bonhomme Richard at Naval Base San Diego (“Bonhomme Fire”), outside of the jurisdiction of the District or National City; and

WHEREAS, the U.S. Navy has been unable to extinguish the Bonhomme Fire, which continues to release significant amounts of smoke and toxins into the area, which is severely impacting the surrounding neighborhoods; and

WHEREAS, surrounding residents of (1) National City and (2) the City of San Diego (“City of SD”) living in close proximity to the Bonhomme Fire area are particularly impacted; and

WHEREAS, while outside of the control and jurisdiction of the District and National City, the parties understand the Bonhomme Fire is negatively impacting residents and desire to provide assistance to those impacted; and

WHEREAS, on July 14, 2020, the Board of Port Commissioners of the District (“BPC”) identified the emergency situation occurring as a result of the Bonhomme Fire and took emergency action to authorize the expenditure of two-hundred thousand dollars (\$200,000) (“Allocated District Funds”) on services and goods that would provide needed relief to those individuals impacted by the Bonhomme Fire; and

WHEREAS, the BPC directed that the Allocated District Funds be allocated from the District’s Maritime Industrial Impact Fund; and

WHEREAS, the BPC identified specific relief items as such as (1) hotel room nights/vouchers and (2) commercially available residential air filtration for impacted residents; and

WHEREAS, the District has negotiated with Intercontinental San Diego and Bartell Hotels for the reservation of hotel rooms for impacted residents on a limited-term basis; and

WHEREAS, a sizable population of City of SD residents reside in close proximity to the Bonhomme Fire, particularly those in the Barrio Logan neighborhood, and the City of SD requested that National City assist/administer the distribution of funds, vouchers, and other relief that may be available pursuant to this MOU.

MOU

NOW, THEREFORE, the parties hereto enter into this MOU and hereby agree as follows:


1. Recitals. The recitals above are incorporated by reference.
2. Term. This MOU shall commence upon the date it is executed by the parties, as identified above (the "Effective Date") and shall continue until the Funds Accounting, as required by Section 4, is completed, and any unused Allocated District Funds transferred to National City are returned to the District, pursuant to Section 5, unless otherwise extended. The parties may mutually agree, in writing, to extend the term of this MOU by no more than thirty (30) days.
3. Funding and Transfer.
  - a. Phase 1. Initially, within one (1) day of execution of this MOU, the District will transfer one-hundred thousand dollars (\$100,000) of the Allocated District Funds to National City to be used exclusively for purposes of assisting residents of the City of SD and National City impacted by the Bonhomme Fire through securing hotel room nights and associated parking for up to a maximum of 800 total hotel room nights (a maximum of 400 room nights per night for two nights, and one room night per household) among the following hotels: (1) Holiday Inn San Diego Bayside, (2) Hilton San Diego Airport/Harbor Island, (3) Best Western Plus Island Palms Hotel & Marina, (4) Humphrey's Half Moon Inn, and (5) Intercontinental San Diego (collectively, the hotel accommodations and parking costs are referred to as the "Hotel Nights"). If the Allocated District Funds are not sufficient to pay for the Hotel Nights, based upon actual or projected citizen participation, the District will allocate additional funds (up to a maximum of \$200,000) provided the Funds Accounting demonstrates that expenditures were made exclusively for Hotel Nights.
  - b. Phase 2. Concurrently, National City and District will work cooperatively to develop a program/plan for the purchase and provision (or reimbursement) of residential air filtration equipment, as may be appropriate, for residences impacted by the Bonhomme Fire ("Air Filter Program") (collectively, the Air Filter Program and Hotel Nights are referred to as the "Essential Services"). The City of SD may also develop such a program. The District and National City agree to work cooperatively to develop a mechanism to transfer Allocated District Funds (to the extent any Allocated District Funds remain after Hotel Night expenses) to National City for purposes of funding any Air Filter Program.
4. Responsibility. National City, after receipt of District Funds from the District, shall be responsible for ensuring that any District Funds allocated are spent exclusively on Essential Services. However, National City may subcontract with a third-party entity for administration of the Allocated District Funds and, as part of such subcontract, may incur

reasonable administration fees ("Reasonable Administration Fees"). Reasonable Administration Fees may be paid for with Allocated District Funds.


- a. Accounting. National City agrees that, within ninety (90) days following the execution of this MOU and/or concurrent with a request for additional Allocated District Funds, it will provide a detailed accounting of expenditures of District Funds ("Funds Accounting"). The Funds Accounting will include, at a minimum, details related to individual transactions, amounts spent on Essential Services and Reasonable Administration Fees, and the Essential Services procured for impacted residents.
- 5. Unused District Funds. If, after the cessation of the Bonhomme Fire emergency and completion of the Funds Accounting, National City has remaining unused District Funds, National City shall return any such unused funds to the District. Any unused funds shall be returned within fifteen (15) days after the completion of the Funds Accounting.
- 6. This MOU shall be interpreted in accordance with the laws of the State of California.
- 7. All terms, conditions, and provisions of this MOU shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
- 8. This MOU may not be altered or amended unless made in writing and signed by the parties.
- 9. This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this MOU effective on the day and year written above.

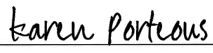
**CITY OF NATIONAL CITY**

  
 \_\_\_\_\_  
 Brad Raulston, City Manager

APPROVED AS TO FORM AND LEGALITY

  
 \_\_\_\_\_  
 Nicole Pedone  
 Senior Assistant City Attorney

**SAN DIEGO UNIFIED PORT DISTRICT**

  
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 Karen Porteous  
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 VP Administration

APPROVED AS TO FORM AND LEGALITY

  
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 Deputy General Counsel