



CITY COUNCIL AND
HOUSING AUTHORITY

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda SEPTEMBER 11, 2018, 3:00 p.m.

Bill Wells, Mayor
Gary Kendrick, Mayor Pro Tem
Steve Goble, Councilmember
Ben Kalasho, Councilmember
Bob McClellan, Councilmember

Graham Mitchell, City Manager
Vince DiMaggio, Assistant City Manager
Morgan Foley, City Attorney
Angela Aguirre, City Clerk

CALL TO ORDER: Mayor Bill Wells

ROLL CALL: City Clerk Angela Aguirre

PLEDGE OF ALLEGIANCE TO FLAG AND MOMENT OF SILENCE

POSTINGS: The City Clerk posted Orders of Adjournment of the August 14, 2018, meetings and the Agenda of the September 11, 2018, meeting in accordance to State Law, Council and Housing Authority Policy.

PRESENTATIONS:

Presentation: Certificate of Appreciation - Kathy Pillman

Presentation: Waste Free San Diego - I Love a Clean San Diego

Proclamation: National Preparedness Month

AGENDA CHANGES:

CONSENT ITEMS:

Consent Items are routine matters enacted by one motion according to the RECOMMENDATION listed below. With the concurrence of the City Council, a Council Member or person in attendance may request discussion of a *Consent Item* at this time.

1. Minutes of the City Council and Housing Authority Meeting

RECOMMENDATION:

That the City Council and Housing Authority approves Minutes of the August 14, 2018, meetings of the El Cajon City Council and Housing Authority.

2. Warrants

RECOMMENDATION:

That the City Council approves payment of Warrants as submitted by the Finance Department.

3. Approval of Reading Ordinances by Title Only

RECOMMENDATION:

That the City Council approves the reading by title and waive the reading in full of all Ordinances on the Agenda.

4. Fiscal Year 2018/2019 Youth League Utility Support Recommendation

RECOMMENDATION:

That the City Council approves the Recreation Council recommendation to provide utility support, in the amount of \$2,300 per league, to eight Executive Member youth leagues.

5. Conflict of Interest Code - Biennial Review

RECOMMENDATION:

That the City Council adopts the next RESOLUTION, in order, approving changes to the designated employee and official positions required to be filed under the City's Conflict of Interest Code.

6. 2017 Assistance to Firefighters Grant

RECOMMENDATION:

That the City Council authorizes the City Manager or designee to execute grant documents and agreements necessary for the Assistance to Firefighters Grant (AFG) on behalf of the City of El Cajon.

7. United States DOJ Fiscal Year 2018 Justice Assistance Grant (JAG) Application

RECOMMENDATION:

That the City Council receives the FY 2018 JAG application as an informational item, as required by the FY 2018 Justice Assistance Grant (JAG) application. If the Police Department is awarded the JAG grant funds, City Council action will be needed to accept and appropriate the grant.

8. Amendment to the Professional Services Agreement with Harris & Associates, Inc. for Engineering, Design, and Environmental Services for Phase II of the Broadway Earthen Channel Repairs Project

RECOMMENDATION:

That the City Council authorizes the City Manager to negotiate and execute an amendment to the existing Professional Services Agreement with Harris & Associates, Inc. for Engineering, Design, and Environmental Services for Phase II of the Broadway Earthen Channel Repairs (Project), in the not-to-exceed amount of \$325,000 for a two (2)-year term.

9. 2018-2019 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant

RECOMMENDATION:

That the City Council:

1. Authorizes the City Manager or his designee to accept the California Office of Traffic Safety STEP Grant in the amount of \$118,193 and to execute any grant documents and agreements necessary for the receipt and use of these funds.
2. Appropriates the California Office of Traffic Safety STEP Grant funds in the amount of \$90,793 for overtime, \$2,500 for training and travel, \$24,900 for supplies, services and equipment for a total grant award of \$118,193.

10. Disposal of Retired Property

RECOMMENDATION:

That the City Council declares the listed property retired and authorizes disposal in accordance with policy.

11. Contract Amendment for Portable Restroom Service at Wells Park

RECOMMENDATION:

That the City Council authorizes the increase of Purchase Order No. 93419, Diamond Environmental Services, LLC (DES), for weekly portable restroom services at Wells Park, 1153 E. Madison Avenue, El Cajon, CA 92020, in the amount of \$12,000.

12. Award of Bid No. 013-19 – Computer Equipment

RECOMMENDATION:

That the City Council adopts the next resolution, in order, awarding the bid to the lowest responsive, responsible bidder, Hypertec USA, Inc. in the amount of \$153,634.80.

13. Purchase of Asphalt Road Maintenance Materials

RECOMMENDATION:

That the City Council adopts the next resolution, in order, to authorize the Purchasing Agent, in accordance with Municipal Code 3.20.010.C.6, to execute a split purchase agreement with Vulcan Materials Company and Superior Ready Mix Concrete, LP for the purchase of asphalt road maintenance materials in the estimated amount of \$38,000.

14. First Quarter Budget Amendments for Fiscal Year 2018-19

RECOMMENDATION:

That the City Council:

1. Appropriates carry-over funding of \$4,359,598 from previously approved Capital Improvement Projects, capital outlay requests, and programs, to be expended in Fiscal Year 2018-19;
2. Authorizes the proposed personnel changes detailed in this report;
3. Increases or modifies Fiscal Year 2018-19 appropriations in the net amount of \$136,234 for additional needs as detailed in this report; and
4. Authorizes the proposed capital expenditures detailed in this report.

15. Annual Investment Policy Update

RECOMMENDATION:

That the City Council and Housing Authority, respectively, adopts the next Resolutions, in order, adopting City of El Cajon Investment Policy and delegating investment authorities to the Director of Finance/Treasurer.

16. Community Event in the Right-of-Way: HauntFest

RECOMMENDATION:

That the City Council approves the use of the public right-of-way for the 7th Annual Haunt Fest.

PUBLIC COMMENT:

At this time, any person may address a matter within the jurisdiction of the City Council and Housing Authority that is not on the Agenda. Comments relating to items on today's docket are to be taken at the time the item is heard. State law prohibits discussion or action on items not on the Agenda; however, Council and Housing Authority Members may briefly respond to statements or questions. An item may be placed on a future Agenda.

WRITTEN COMMUNICATIONS:

PUBLIC HEARINGS:

17. Vacation of Sewer Easements at Parkway Plaza

RECOMMENDATION:

That the City Council:

1. Opens the Public Hearing and receives testimony;
2. Closes the Public Hearing; and
3. Adopts the next resolution in order to vacate the sewer easements at Parkway Plaza as a result of construction of the Johnson Avenue Sewer Relief Project - Phase II (JASRP-II).

ADMINISTRATIVE REPORTS:

18. Appeal - Administrative Hearing - 1416 Holdings, Inc. - Denial of Special Operation License for Police Department Tow Rotation List

RECOMMENDATION:

That the City Council conducts the Administrative Hearing; reviews documents submitted; receives testimony from witnesses who have been identified on each party's list; and determines whether the denial of the special operation license application submitted by 1416 Holdings, Inc. (Alicia Lopez) to be added to the El Cajon Police Department ("ECPD") tow rotation list should be upheld or reversed.

19. Dockless Bicycles

RECOMMENDATION:

That the City Council receives the report and considers providing direction to staff based on the recommendations of the report.

20. Release Balance of Civil Penalties Held in Abeyance for Valley Motel - 585 North Mollison Avenue

RECOMMENDATION:

That the City Council:

1. Releases \$44,993 in established civil penalties held in abeyance for the Valley Motel at 585 North Mollison Avenue, and
2. Directs staff to release the Notice of Restriction previously filed against the property.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

SANDAG (San Diego Association of Governments); League of California Cities, San Diego Division; Heartland Fire Training JPA - Alternate; Indian Gaming Local Community Benefit Committee; LAFCO.

21. COUNCIL ACTIVITIES REPORTS/COMMENTS
22. LEGISLATIVE REPORT

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

23. **MAYOR PRO TEM GARY KENDRICK**
Heartland Communications JPA; Heartland Fire Training JPA.
24. **COUNCILMEMBER BOB MCCLELLAN**
MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications JPA - Alternate.
25. **COUNCILMEMBER BEN KALASHO**
East County Economic Development Council – Alternate; METRO Commission/Wastewater JPA; Indian Gaming Local Community Benefit Committee – Alternate.

26. El Cajon School Supply Drive

RECOMMENDATION:

Authorizes me to organize a backpack event relying on the model of SMOAC in Santee whereby school supplies including, folders, pens, pencils, notebooks and other supplies are collected by donation at the El Cajon Library over a set date and time (TBA).

27. **COUNCILMEMBER STEVE GOBLE**

SANDAG – Alternate; SANDAG Public Safety Committee – Alternate; Chamber of Commerce – Government Affairs; MTS (Metropolitan Transit System Board) – Alternate; East County Economic Development Council; METRO Commission/Wastewater JPA - Alternate.

28. Reducing Unnecessary 911 Calls

RECOMMENDATION:

That the City Council directs staff to investigate educational opportunities and strategies to reduce unnecessary 911 calls. After the investigation is complete, I recommend that the City Council directs staff to provide a presentation to the City Council for further discussion and direction.

JOINT COUNCILMEMBER REPORTS:

GENERAL INFORMATION ITEMS FOR DISCUSSION:

ORDINANCES: FIRST READING

ORDINANCES: SECOND READING AND ADOPTION

CLOSED SESSIONS:

29. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9.
Christine Greer vs. City of El Cajon, et al.
San Diego Superior Court Case No. 37-2016-00027133-CU-OE-CTL

30. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9
City of El Cajon vs. ASSCS, LLC; Cloud 9 Wellness Center, Inc.; and Does 1 through 50, inclusive
San Diego Superior Court Case No. 37-2018-00012001-CU-OR-CTL

ADJOURNMENT: The Regular Joint Meeting of the El Cajon City Council and El Cajon Housing Authority held this 11th day of September 2018, is adjourned to Tuesday, September 25th, 2018, at 3:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Angela Aguirre, City Clerk
SUBJECT: Minutes of the City Council and Housing Authority Meeting

RECOMMENDATION:

That the City Council and Housing Authority approves Minutes of the August 14, 2018, meetings of the El Cajon City Council and Housing Authority.

Attachments

08-14-18Draftminutes

DRAFT MINUTES

JOINT MEETING OF THE EL CAJON CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY



MINUTES

CITY OF EL CAJON EL CAJON, CALIFORNIA

August 14, 2018

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the Redevelopment Agency of the City of El Cajon, California, held Tuesday, August 14, 2018, was called to order by Mayor/Chair Bill Wells at 3:00 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

ROLL CALL

Council/Agencymembers present:
Council/Agencymembers absent:
Mayor Pro Tem/Vice Chair present:
Mayor/Chair present:
Other Officers present:

Goble and McClellan
Kalasho
Kendrick
Wells
Aguirre, City Clerk/Secretary
DiMaggio, Assistant City Manager
Foley, City Attorney/General Counsel
Mitchell, City Manager/Executive Director

DRAFT

PLEDGE OF ALLEGIANCE TO FLAG led by Terry Sinnott and MOMENT OF SILENCE. (The Courts have concluded that sectarian prayer as part of City Council meetings is not permitted under the Constitution).

POSTINGS: The City Clerk posted Orders of Adjournment of the July 24, 2018, meetings and the Agenda of the August 14, 2018, meetings in accordance with State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

- **The San Diego Association of Governments (SANDAG)**

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 14)

MOTION BY WELLS, SECOND BY KENDRICK, to APPROVE Consent Items 1 to 14.

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT
KALASHO – Absent.**

1. Minutes of City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency

Approves Minutes of the July 24, 2018, meetings of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

2. Warrants

Approves payment of Warrants as submitted by the Finance Department.

3. Approval of Reading Ordinances by Title only

Approves the reading by title and waives the reading in full of all Ordinances on the Agenda.

4. Acceptance of Johnson Avenue Sewer Relief Project - Phase II (JASRP-II), WW3250-2, RFP No. 019-16

1. Accepts the Johnson Avenue Sewer Relief Project-Phase II (JASRP-II), WW3250-2, RFP No. 019-16; and
2. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

CONSENT ITEMS: (Continued)

5. Community Event in the Right-of-Way – Alley Cat Art Walk

Approves the use of the public right-of-way for the Alley Cat Art Walk on September 14, 2018.

6. Resolution of Intent to Vacate Sewer Easements at Parkway Plaza

1. Adopts RESOLUTION NO. 078-18, approving the City's Intent to Vacate Sewer Easements at Parkway Plaza; and
2. Directs the City Clerk to set a Public Hearing on September 11, 2018, at 3:00 p.m., to receive testimony regarding the Intent to Vacate Sewer Easements at Parkway Plaza.

7. Designation of Voting Delegate and Alternate to League of California Cities Annual Conference, September 12-14, 2018

Designates Mayor Bill Wells as the Voting Delegate for the City of El Cajon, and City Manager, Graham Mitchell, as the Alternate, for the League of California Cities Annual Conference.

8. Rejection of Bid No. 008-19, As-Needed Miscellaneous Fence/Guardrail Repair & Installation

Adopts RESOLUTION NO. 079-18, to reject all bids and authorize re-bidding the project with revised specifications.

9. Disposal of Retired Property

Declares the listed property retired and authorizes disposal in accordance with policy.

10. Award of Bid No. 007-19 – Apparel with Silk Screening & Embroidery Re-Bid

Adopts RESOLUTION NO. 080-18, in order to:

1. Find the fourth lowest bidder non-responsive for the reason set forth in this agenda report; and
2. Award the bid to the lowest responsive, responsible bidder, Ad-Wear & Specialty of Texas, Inc., in the amount of \$13,748.97 initial one-year term, with four optional one-year terms.

CONSENT ITEMS: (Continued)

11. Award of Bid No. 009-19 – Wells Park Improvements – Sewer Lateral

1. Adopts RESOLUTIONS NO. 081-18 to approve Plans and Specifications for the Wells Park Improvements – Sewer Lateral project, Bid No. 009-19;
2. Find the third, fifth, sixth, and seventh lowest bidders non-responsive, each for the reasons set forth in this agenda report; and
3. Adopts RESOLUTION NO. 082-18 to award the bid to the lowest responsive, responsible bidder, A.B. Hashmi, Inc. in the amount of \$76,969.

12. Environmental Services for the City of El Cajon Climate Action Plan

Authorizes the City Manager to execute an Agreement for Professional Services with Ascent Environmental, Inc., in the amount of \$133,740.

13. Enterprise License Agreement with Environmental Systems Research Institute, Inc.

Adopts RESOLUTION NO. 084-18, to authorize the City Manager to execute a three (3) year Enterprise License Agreement with Environmental Systems Research Institute, Inc. (ESRI) in the amount of \$150,000.

14. Concrete Slicing Services

Authorizes the City Manager, in accordance with Municipal Code section 3.20.010(C)(6), to execute an agreement with Southern California Precision Concrete, Inc. dba Precision Concrete Cutting in the amount of \$60,000 for the initial one-year term, with two optional one-year renewals.

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PUBLIC COMMENT:

City Manager Mitchell introduced and welcomed Vince DiMaggio as the City of El Cajon's new Assistant City Manager.

Jim Kelly, representing the Grossmont Union High School District Board of Education, stated that Councilmember Kalasho is a sociopath, not deserving of being in public office and asked for his resignation. Mr. Kelly commended the City Council for working together as a team.

Wendy Morris, Administrator of St. Madeleine Sophie's Art Gallery Center, invited everyone to attend the 8th year Alley Cat Art Walk event on 9/14/18, in downtown El Cajon.

Mimi spoke in support of maintaining El Cajon Police Department (ECPD) K-9 Dog, "Jester", with former ECPD Officer Walker. She requested that City Manager Mitchell reconsider the written request by Mr. Walker to purchase Jester.

Manuel Villanueva, representing Man K-9, spoke about general Police K-9 working dogs and the loyalty they have towards their work. Mr. Villanueva stated that Jester is too young to be retired.

Sunshine Horton expressed her disapproval of Councilmember Kalasho. She invited everyone to attend the Concert on the Green to celebrate her birthday. All proceeds will benefit cancer patients at Children's Hospital.

Cherry Kovacovich, resident of the Safari Mobile Lodge, spoke about the homeless situation in her neighborhood. She shared pictures of her neighborhood, which show the problems they deal with on a daily basis.

Mayor Pro Tem Kendrick requested that the Public Works Department and Police Department remove the debris in the neighborhood.

In response to Ms. Kovacovich's concern, **Mayor Wells** stated that the California State Legislature prohibits the arrest of homeless citizens. Mayor Wells requested the public's patience as the City continues to work on this matter.

Councilmembers McClellan, Goble, and Mayor Pro Tem Kendrick spoke to acknowledge the continued problem of homelessness and stated that the City continues its efforts to help the homeless problem.

Mark Lane stated that California is a magnet for the homeless because of the weather. He added that the homeless problem is at an epidemic level due to housing shortage, opiates, and addiction. Mr. Lane stated he supports Mayor Pro Tem Kendrick's candidacy to remove Councilmember Kalasho from public office.

PUBLIC COMMENT: (Continued)

James Elia pleaded with Councilmember Kalasho to get help because he is not fit to serve as a councilmember.

Myeshia Williams, President of the East County Chapter of San Diego Progressive Democratic Club, stated Councilmember Kalasho is a sexual predator, and she holds him, as an elected official, accountable for his actions. Ms. Williams touched on homelessness, adding mental illness and affordability as contributing causes. She discussed the importance of public transportation and supports SANDAG's proposed project.

Eric Lund, President of the East County Chamber of Commerce, thanked the City for their support in implementing many innovative programs, including the anti-panhandling signs. He stated that El Cajon is the leader when it comes to dealing with homelessness and challenged the City of Lemon Grove, Santee, La Mesa and the County of San Diego to do more. He extended an invitation for everyone to attend the next general meeting on 8/22/18.

Bonnie Price, supports residents at Villa Novia Mobile Home Park. Ms. Price spoke about the escalating rent rate at the mobile home park, and suggested that the City Council implement an ordinance similar to an ordinance the City of Santee established to cap the increase rental rates.

Jim Cirigliano, El Cajon Resident, stated that Councilman Kalasho has been supportive of their rent mediation process. He provided an update on the rent mediation process, and advised of an upcoming meeting at the mobile home park on 8/17/18. Mr. Cirigliano reiterated his request of having Form 700, Form 470 and Form 460 available online.

Brenda Hammond spoke about problems related to anger and violent people.

Kilian Colin, a local activist, requested Council to censure Councilman Kalasho, and made a stated that Mr. Kalasho is not a good representative of the City of El Cajon.

Lynn Macklin, representing the San Diego Progressive Democrats Club – East Chapter, asked for Councilmember Kalasho's resignation. Ms. Macklin touched on homelessness issues and high rent prices in the city.

Gary Woods, member of the Grossmont Union High School District Board, spoke about the ethical behaviors of a local elected official, and expressed concern about the example Councilmember Kalasho sets for young people.

PUBLIC COMMENT: (Continued)

Tony Sottile stated he agrees with statements made by Mr. Kelly, and reiterated the request to censure Councilmember Kalasho. He spoke about the homeless problem, and added that people must want help to receive help.

Rebecca Rude, a local business owner, requested that the City do what it can, to do damage control regarding Councilmember Kalasho. She added that homelessness is also a problem in her neighborhood.

Humbert Cabrera, with Cabrera & Associates Inc., extended an invitation to the public to join the efforts of the East County Task Force, and be a part of the homeless solution by attending an upcoming meeting. Mr. Cabrera suggested that the City creates a hotline for businesses and women to discuss their matters involving Councilmember Kalasho.

WRITTEN COMMUNICATIONS: None

PUBLIC HEARINGS: None

ADMINISTRATIVE REPORTS:

- 15. Squad 6 Performance Update

RECOMMENDATION: That the City Council receives the Squad 6 Performance Update.

DISCUSSION

Interim Fire Chief, Mike Chasin, provided detailed information of the Item.

No one came forward to speak.

Discussion ensued among **Council** and **Staff** concerning the following:

- Praise for the cost saving program;
- Concern regarding the possible need of a future squad due to St. Miguel Fire Station 19 closure;
- Request for staff to prepare a service analysis.

***Recess called at 4:44 p.m.
Meeting called back to order at 4:49 p.m.***

ADMINISTRATIVE REPORTS:

16. Tax Lien for Unpaid Staff Time and Administrative Costs at 709 Hillsview Road

RECOMMENDATION: That the City Council directs staff to place a tax lien on the property at 709 Hillsview Road in the amount of \$1,318.95.

DISCUSSION

Deputy Director of Community Development, Dan Pavao, provided a summary of the Item.

No one came forward to speak.

MOTION BY McCLELLAN, SECOND BY GOBLE, to ADOPT RESOLUTION NO. 084-18, to place a tax lien on the property at 709 Hillsview Road for \$1,318.95.

MOTION CARRIED BY A UNANIMOUS VOTE BY THOSE PRESENT (KALASHO – Absent).

17. Update on City of El Cajon's Homeless Strategies

RECOMMENDATION: That the City Council receives an update on the City's strategies to address homelessness. Also, staff recommends that the City Council provides feedback and directs staff to prepare agreements with Crisis House to extend the Housing Navigator and the Housing Assistance programs.

DISCUSSION

City Manager, Mitchell, provided a detailed report of the Item and introduced **Jamie van Ravesteyn**, who manages the contract with Salvation Army and Crisis House, and invited **Karina Hernandez** to answer questions from Council.

No one came forward to speak.

Discussion ensued among **Council** and **Staff** concerning the following:

- Work to reduce the amount of veteran homelessness in El Cajon;
- Explore other grants or funding to help sustain the program;
- Suggestion to share the Power Point with the County and the East County Regional Task Force to draw in resources, and to partner with the City.

ADMINISTRATIVE REPORTS: (Item 17 – Continued)

MOTION BY KENDRICK, SECOND BY McCLELLAN, to EXTEND the Housing Navigator and the Housing Assistance programs.

MOTION CARRIED BY A UNANIMOUS VOTE BY THOSE PRESENT (KALASHO – Absent).

COMMISSION REPORTS:

18. Authorization for Letter to Oppose Proposed Regulations Allowing Cannabis Deliveries in the City

RECOMMENDATION: That the City Council authorizes sending a letter of opposition to the Bureau of Cannabis Control or proposed regulations allowing cannabis deliveries in the City of El Cajon.

DISCUSSION

Mayor Wells requested the City Council's authorization to send a letter to the Bureau of Cannabis Control regarding opposition to the proposed regulations, which would potentially allow legal mobile deliveries in the City.

MOTION BY WELLS, SECOND BY McCLELLAN, to SEND a letter of opposition to the Bureau of Cannabis Control allowing cannabis deliveries in the City of El Cajon.

MOTION CARRIED BY A UNANIMOUS VOTE BY THOSE PRESENT (KALASHO – Absent).

ACTIVITIES REPORTS OF MAYOR WELLS/COMMENTS

SANDAG (San Diego Association of Governments); League of California Cities, San Diego Division; Heartland Fire Training JPA – Alternate; Indian Gaming Local Community Benefit Committee. LAFCO*

19. Council Activities Report/Comments

Report as stated.

ACTIVITIES REPORTS OF MAYOR WELLS/COMMENTS (Continued)

20. Legislative Update - None

ACTIVITIES REPORTS OF COUNCILMEMBERS

21. MAYOR PRO TEM GARY KENDRICK

Heartland Communications JPA; Heartland Fire Training JPA.

Council Activities Report/Comments

Report as stated.

22. COUNCILMEMBER BOB MCCLELLAN

MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications JPA – Alternate.

Council Activities Report/Comments

In addition to the submitted report, Councilmember McClellan spoke about the City of Coronado impounding dockless bikes and collecting fees on impounded units.

23. COUNCILMEMBER BEN KALASHO

East County Economic Development Council – Alternate; METRO Commission/Wastewater JPA; Indian Gaming Local Community Benefit Committee – Alternate.

Council Activities Report/Comments

24. COUNCILMEMBER STEVE GOBLE

SANDAG – Alternate; SANDAG Public Safety Committee – Alternate; Chamber of Commerce – Government Affairs; MTS (Metropolitan Transit System Board) – Alternate; East County Economic Development Council; METRO Commission/Wastewater JPA - Alternate.

Council Activities Report/Comments

ACTIVITIES REPORTS OF COUNCILMEMBERS (Councilmember Goble Continued)

In addition to the submitted report, Councilmember Goble thanked El Cajon citizen groups with the recent trash pickup, along with staff of the Recreation Department for providing the appropriate tools, and Town Hall for starting the event.

JOINT COUNCILMEMBER REPORTS: None

GENERAL INFORMATION ITEMS FOR DISCUSSION: None

ORDINANCES: FIRST READING - None

ORDINANCES: SECOND READING AND ADOPTION - None

CLOSED SESSION: None

Adjournment: Mayor Wells adjourned the Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency held this 24th day of August 2018, at 5:23 p.m. to Tuesday, August 24, 2018, at 7:00 p.m.

DRAFT

Angela Aguirre
City Clerk/Secretary

JOINT MEETING OF THE EL CAJON CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY



MINUTES

CITY OF EL CAJON EL CAJON, CALIFORNIA

August 14, 2018

An Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency of the City of El Cajon, California, held Tuesday, August 24, 2018, was called to order by Mayor/Chair Bill Wells at 7:00 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California. This meeting was adjourned from the Adjourned Regular Joint Meeting held at 3:00 p.m., Tuesday August 24, 2018, by order of the City Council and Redevelopment Agency.

ROLL CALL

Council/Agencymembers present:
Council/Agencymembers absent:
Mayor Pro Tem/Vice Chair present:
Mayor/Chair present:
Other Officers present:

Goble and McClellan
Kalasho
Kendrick
Wells
Aguirre, City Clerk/Secretary
DiMaggio, Assistant City Manager
Foley, City Attorney/General Counsel
Mitchell, City Manager/Executive Director

Mayor Wells invited a student from Valhalla High School, to lead the PLEDGE OF ALLEGIANCE and a MOMENT OF SILENCE. (The Courts have concluded that sectarian prayer as part of City Council meetings is not permitted under the Constitution).

AGENDA CHANGES: None

PUBLIC COMMENT:

Andrea Beth Damsky, President of the San Diego Progressive Democratic Club, spoke against Councilmember Kalasho. Ms. Damsky stated that Councilmember Kalasho is an unrepentant bully and unqualified to serve.

PUBLIC HEARINGS:

100. South Johnson Residences – Common Interest Development of Three New Residences

RECOMMENDATION: That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes the public hearing;
3. Moves to ADOPT the next RESOLUTION in order APPROVING the California Environmental Quality Act Exemption;
4. Moves to ADOPT the next RESOLUTION in order APPROVING Planned Unit Development No. 350; and
5. Moves to ADOPT the next RESOLUTION in order APPROVING Tentative Parcel Map No. 659.

DISCUSSION

Directory of Community Development, Tony Shute, provided a summary of the item.

Mayor Wells opened the Public Hearing.

Jorge Gonzalez, Studio 76, Inc., and representing other businesses that operate in El Cajon, spoke on the City's process of obtaining a permit and ways to improve services.

No further comments were offered.

MOTION BY WELLS, SECOND BY KENDRICK, to CLOSE the Public Hearing.

MOTION CARRIED BY A UNANIMOUS VOTE BY THOSE PRESENT (KALASHO – Absent).

PUBLIC HEARINGS: (100 - Continued)

MOTION BY McCLELLAN, SECOND by KENDRICK, to ADOPT RESOLUTION NO. 085-18, APPROVING the California Environmental Quality Act Exemption;

MOTION BY McCLELLAN, SECOND by KENDRICK, to ADOPT RESOLUTION NO. 086-18, APPROVING Planned Unit Development No. 350; and

MOTION BY McCLELLAN, SECOND by KENDRICK, to ADOPT RESOLUTION NO. 087-18, APPROVING Tentative Parcel Map No. 659.

**MOTION CARRIED BY A UNANIMOUS VOTE BY THOSE PRESENT
(KALASHO – Absent).**

ADJOURNMENT: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency held this 14th day of August 2018, at 7:14 p.m. to Tuesday, September 11, 2018, at 3:00 p.m.

D R A F T

Angela Aguirre
City Clerk/Secretary



City Council Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Recreation
SUBJECT: Fiscal Year 2018/2019 Youth League Utility Support Recommendation

RECOMMENDATION:

That the City Council approves the Recreation Council recommendation to provide utility support, in the amount of \$2,300 per league, to eight Executive Member youth leagues.

BACKGROUND:

As per City Council Policy E-8, Youth Sport League Utility Support Program, youth leagues may receive financial support for their utility use in accordance with the established eligibility requirements.

- The league must be a non-profit organization and play on a field located within the city limits of El Cajon;
- The league must work in close cooperation with the El Cajon Recreation Council and be represented at 75% of the monthly Recreation Council meetings; and
- League must have an Executive Member status per the Recreation Council By-Laws.

At the Recreation Council meeting on July 19, 2018, the Recreation Council found that the following leagues met attendance requirements in Fiscal Year 2017/2018 and unanimously approved these leagues for utility support for Fiscal Year 2018/2019:

East County ASA	American Youth Soccer Organization
Emerald Pony League	Fletcher Hills Little League
Singing Hills Little League	El Cajon Western Little League
El Cajon National Little League	El Cajon Youth Football

FISCAL IMPACT:

Funds to cover utility use by youth leagues are included in the Recreation Department budget for Fiscal Year 2018/2019.

Prepared By: Julie Alon, Recreation Services Manager
Reviewed By: Frank Carson, Director of Recreation
Approved By: Graham Mitchell, City Manager



**City Council
Agenda Report**

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Morgan Foley, City Attorney
SUBJECT: Conflict of Interest Code - Biennial Review

RECOMMENDATION:

That the City Council adopts the next RESOLUTION, in order, approving changes to the designated employee and official positions required to be filed under the City's Conflict of Interest Code.

BACKGROUND:

The Political Reform Act requires that the City review its conflict of interest code every two years to determine if it is accurate or, in the alternative, if it needs to be amended. Once the determination has been made, the City must then submit notice of any changes to the Fair Political Practices Commission (the "FPPC").

Because the City Council has previously incorporated by reference the Model Conflict of Interest Code, promulgated by the FPPC, any amendments by the Commission automatically apply to our Conflict of Interest Code. We have determined, however, that the list of Designated Employees and Officials (last updated by City Council Resolution 077-16) must be amended to reflect changes in positions due to re-classifications, deleted titles of positions no longer maintained, and new classifications added over the past two years.

Attachments

Reso Disc Categories
Conflict of Interest Redline

RESOLUTION NO. -18

RESOLUTION UPDATING AND DESIGNATING THOSE CERTAIN
EMPLOYEE AND OFFICIAL POSITIONS WITHIN THE
CITY OF EL CAJON WHICH ARE SUBJECT TO DISCLOSURE
OF CERTAIN ECONOMIC INTERESTS, AND ALSO
UPDATING AND ESTABLISHING CATEGORIES OF
DISCLOSABLE ECONOMIC INTERESTS AS PART OF THE
CITY OF EL CAJON CONFLICT OF INTEREST CODE

WHEREAS, Chapter 2.75 of the El Cajon Municipal Code establishes the City of El Cajon conflict of interest code ("Conflict of Interest Code"); and

WHEREAS, the Conflict of Interest Code provides that the City Council shall, from time to time, adopt appropriate resolutions to establish and update the list of designated employee and other official positions within the City which are subject to disclosure of certain economic interests as provided in the City's Conflict of Interest Code (the "Designated Employees and Officials"); and

WHEREAS, by Resolution No. 176-00, the City Council initially established a list of Designated Employees and Officials, which are subject to the provisions of the City's Conflict of Interest Code, as well as a list of the categories of economic interests which are required to be disclosed by Designated Employees and Officials, as provided by the City's Conflict of Interest Code (the "Disclosure Categories"); and

WHEREAS, the Conflict of Interest Code must include both "Designated Employees and Officials" and "Disclosure Categories."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. That City Council hereby establishes a list of Designated Employees and Officials, as set forth in Attachment A, attached hereto and incorporated herein by this reference, which are subject to the provisions of the City's Conflict of Interest Code.

2. That City Council hereby establishes a list of Disclosure Categories, as set forth in Attachment B, attached hereto and incorporated herein by this reference, as required by provisions of the City's Conflict of Interest Code.

ATTACHMENT A

Position	Disclosure Categories
<u>City Staff under City Manager:</u>	
Accountant	1, 4, 5, 7
Accounting Technician	1, 4, 5, 7
Animal Control Manager	1, 3, 5, 7
Assistant City Manager	1, 3, 5, 7
Assistant to the City Manager	1, 3, 5, 7
Assistant Engineer	1, 3, 5, 7
Assistant Planner	1, 3, 5, 7
Associate Civil Engineer	2, 4, 6, 8
Associate Engineer	2, 4, 6, 8
Associate Planner	1, 3, 5, 7
Building and Fire Safety Inspector	1, 4, 5, 7
Building Official/Fire Marshal	1, 3, 5, 7
Business License Inspector	2, 4, 6, 8
Buyer	1, 4, 5, 7
City Clerk	1, 4, 5, 7
City Traffic Engineer	2, 4, 6, 8
City Engineer/Deputy Director of Public Works	1, 3, 5, 7
Code Compliance Officer	2, 4, 6, 8
Communications Center Manager	2, 4, 6, 8
Crime Lab Manager	1, 3, 5, 7
Deputy City Clerk	1, 4, 5, 7
Deputy Director of Community Development	1, 3, 5, 7
Deputy Director of Public Works	1, 4, 5, 7
Deputy Fire Chief	2, 4, 6, 8
Deputy Fire Marshal	1, 4, 5, 7
Director of Community Development	1, 3, 5, 7
Director of Finance	1, 3, 5, 7
Director of Finance/City Treasurer	1, 3, 5, 7
Director of Human Resources	1, 3, 5, 7
Director of Public Works	1, 3, 5, 7
Director of Recreation	1, 4, 6
Engineering Technician	1, 3, 5, 7
Facilities Manager	2, 4, 6, 8
Financial Operations Manager	1, 4, 5, 7
Fire Battalion Chief	2, 4, 6, 8
Fire Chief	1, 3, 5, 7
Fleet Manager	2, 4, 6
Housing Manager	1, 3, 5, 7
Human Resources Analyst	2, 4, 6, 8
Information Technologies Manager	1, 4, 5, 7
Junior Engineer	1, 3, 5, 7

Licensed Land Surveyor	1, 3, 5, 7
Maintenance Supervisor	2, 4, 6, 8
Management Analyst	1, 3, 5, 7
Network Administrator	1, 4, 5, 7
Operations Manager	2, 4, 6, 8
Planning Manager	1, 3, 5, 7
Plans Examiner	1, 4, 5, 7
Police Captain	2, 4, 6, 8
Police Chief	1, 3, 5, 7
Police Lieutenant	2, 4, 6, 8
Police Records Manager	2, 4, 6, 8
Public Information Officer	1, 4, 5, 7
Public Works Inspector	2, 4, 6, 8
Purchasing Agent	1, 3, 5, 7
Recreation Services Manager	2, 4, 6, 8
Senior Accountant	1, 4, 5, 7
Senior Building and Fire Safety Inspector	1, 4, 5, 7
Senior Buyer	1, 4, 5, 7
Senior Engineering Technician	1, 3, 5, 7
Senior Human Resources Analyst	1, 3, 5, 7
Senior Management Analyst	1, 3, 5, 7
Senior Planner	1, 3, 5, 7
Senior Risk Management Analyst	1, 3, 5, 7
Supervising Building and Fire Safety Inspector	1, 3, 5, 7
Supervising Engineering Technician	1, 3, 5, 7
<u>City Attorney Staff:</u>	
Assistant City Attorney	1, 3, 5, 7
Deputy City Attorney	1, 3, 5, 7
Retained Attorney	1, 3, 5, 7
Staff Attorney	1, 3, 5, 7
<u>Boards/Commissions/Committees/Consultants</u>	
Personnel Commission Members	2, 3, 5, 7
Public Safety Facility Financing Oversight Committee	2, 4, 6, 8
Relocation Appeals Board Members	2, 3, 6, 8
Successor Agency Oversight Board	1, 3, 5, 7
Veterans' Commission Members	2, 4, 6, 8
Consultants	2, 4, 6, 8

ATTACHMENT B

DISCLOSURE CATEGORIES

Category 1. All-Inclusive Reportable Investments

A designated employee in this category shall disclose all investments (worth more than \$2,000) in a City-related business entity which are:

- (a) Owned by the designated employee, his or her spouse or dependent child;
- (b) Owned by an agent on behalf of the designated employee;
- (c) Owned by any business entity controlled by the designated employee (i.e., any business entity in which the designated employee, his or her agents, spouse and dependent children hold more than a 50% ownership interest);
- (d) Owned by a trust in which the designated employee has a substantial interest (i.e., a trust in which the designated employee, his or her spouse and dependent children have a present or future interest worth more than \$2,000);
- (e) Representing the pro rata share (worth more than \$2,000) of the designated employee, his or her spouse and dependent children, of investments of any business entity or trust in which the designated employee, his or her spouse and dependent children own, directly, indirectly or beneficially, a 10% interest or greater.

"Investment" means any financial interest in or security issued by a City-related business entity, including, but not limited to, common stock, preferred stock, rights, warrants, options, debt instruments, and any partnership or other ownership interest.

A business entity is "City-related" if, and only if, the business entity or any parent, subsidiary or otherwise related business entity (i) has an interest in real property within the jurisdiction, (ii) does business in the City, or (iii) did business or plans to do business in the City at any time during the period commencing two years prior to and ending one year after the time the designated employee is required by this Code to file his or her next Statement of Economic Interests or to disqualify himself or herself with respect to a City decision. (The term "parent, subsidiary, or otherwise related business entity" shall be construed as specifically defined by the Commission.)

No asset is deemed an "investment" unless its fair market value exceeds \$2,000.

The term "investment" does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.

Category 2. Less-Inclusive Reportable Investments

A designated employee in this category shall disclose those, and only those, Category 1 reportable investments which pertain to a business entity, a business activity which is that of:

- (a) Providing within the last two years, or foreseeably in the future, services, supplies, materials, machinery or equipment to the City;
- (b) Conducting a business in the City which requires a business license therefore pursuant to ordinances of the City;
- (c) Sale, purchase, exchange, lease or rental, or financing, for its own account or as broker, of real property or the development, syndication or subdivision of real property or construction thereon of buildings or structures.

Category 3. All-Inclusive Reportable Interests in Real Property

A designated employee in this category shall disclose all interests (worth more than \$2,000) in real property located within the jurisdiction if the interests are:

- (a) Held or owned by the designated employee, his or her spouse, or dependent child;
- (b) Owned by an agent on behalf of the designated employee;
- (c) Owned by any business entity controlled by the designated employee (i.e., any business entity in which the designated employee, his or her agents, spouse and dependent children hold more than a 50% ownership interest);
- (d) Owned by a trust in which the designated employee has a substantial interest (i.e., a trust in which the designated employee, his or her spouse and dependent children have a present or future interest worth more than \$2,000);

(e) Representing the pro rata share (worth more than \$2,000) of the designated employee, his or her spouse and dependent children, of investments of any business entity trust in which the designated employee, his or her spouse and dependent children own, directly, indirectly or beneficially, a 10% interest or greater.

"Interest" in real property includes any leasehold, beneficial or ownership interest, or any option to acquire such an interest, in real property, but does not include the principal residence of the filer.

Real property shall be deemed to be "located within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the City or within two miles of any land owned or used by the City.

Category 4. Less-Inclusive Reportable Interests in Real Property

A designated employee in this category shall disclose those, and only those, Category 3 reportable interests in real property where the property or any part of it is located within or not more than 500 feet outside the boundaries of the City.

Category 5. All-Inclusive Reportable Income

A designated employee in this category shall disclose all income of the designated employee from any City-related source aggregating \$500 or more (or \$50 or more in the case of gifts) during the reporting period.

"Income" means, except as provided below, income of any nature from any City-related source, including but not limited to, any salary, wage, advance payment, honorarium, award, gift, including any gift of food or beverage, loan forgiveness or payment of indebtedness, discount in the price of anything of value unless the discount is available to members of the general public without regard to official status, rebate, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any person other than an employer, and including any community property interest in income of a spouse from any City-related source. Income of an individual also includes a pro rata share of any income of any City-related business entity or trust in which the individual or spouse owns, directly, indirectly or beneficially, a 10% interest or greater.

A source, business entity or trust is "City-related" if, and only if, he, she or it (i) resides in the jurisdiction, (ii) has an interest in real property within the jurisdiction, (iii) does business in the City, or (iv) did business or plans to do business in the City at any time during the period commencing two years prior to

and ending one year after the time the designated employee is required by this Code to file his or her next Statement of Economic Interests or to disqualify himself or herself with respect to a City decision.

"Income" does not include:

(a) Campaign contributions required to be reported under Chapter 4 of the Act;

(b) Salary and reimbursement for expenses or per diem received from a state or local government agency and reimbursement for travel expenses and per diem received from a bona fide educational, academic or charitable organization;

(c) Gifts of informational material, such as books, pamphlets, reports, calendars or periodicals;

(d) Gifts which are not used and which, within thirty days after receipt, are returned to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes;

(e) Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin or the spouse of any such person, provided that a gift from any such person shall be considered income if the donor is acting as an agent or intermediary for any person not covered by this paragraph;

(f) Gifts of hospitality involving food, beverages, or lodging provided to the designated employee, if such hospitality has been reciprocated within the filing period. "Reciprocity" as used in this subsection includes the providing by the designated employee to the host of any consideration, including entertainment or household gift of a reasonably similar benefit or value;

(g) Any devise or inheritance;

(h) Interest, dividends or premiums on a time or demand deposit in a financial institution, shares in a credit union or any insurance policy, payments received under any insurance policy, or any bond or other debt instrument issued by any government or government agency;

(i) Dividends, interest or any other return on a security which is registered with the Securities and Exchange Commission of the United States Government;

(j) Loans by a commercial lending institution in the regular course of business.

"Honorarium" means a payment for speaking at any event, participating in a panel or seminar or engaging in any similar activity. For purposes of this subsection, free admission, food, beverages and similar nominal benefits provided to a filer at an event at which he or she speaks, participates in a panel or seminar, or performs a similar service, and reimbursement or advance for actual intrastate travel and for necessary accommodations provided directly in connection with the event are not payment and need not be reported by the designated employee.

A prize or an award shall be disclosed as a gift unless the prize or award is received on the basis of a bona fide competition not related to the designated employee's official status. Prizes or awards which are not disclosed as gifts shall be disclosed as income.

Category 6. Less-Inclusive Types of Reportable Income

A designated employee in this category shall disclose those, and only those types of Category 5 reportable income which are derived from a source, an activity which is that of:

- (a) Providing within the last two years, or foreseeably in the future, services, supplies, materials, machinery or equipment to the City.
- (b) Conducting a business in the City which requires a business license therefore pursuant to ordinances of the City.
- (c) Sale, purchase, exchange, lease or rental, or financing, for its own account or as broker, of real property or the development, syndication or subdivision of real property or construction thereon of buildings or structures.

Category 7. All-Inclusive Types of Business Positions

A designated employee in this category shall disclose all business positions held within the jurisdiction held by the designated employee, his or her spouse, or dependent child.

A business position shall be deemed to be "located within the jurisdiction" if the position is held in a business entity which is located within or not more than two miles outside the boundaries of the City or within two miles of any land owned or used by the City.

"Business Position" includes: the name and address of each business entity in which the designated employee is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description

of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

Category 8. Less-Inclusive Types of Business Positions

A designated employee in this category shall disclose those, and only those types of Category 7 business positions which are part of business entities which:

(a) Provided within the last two years, currently provide, or will foreseeably in the future provide, services, supplies, materials, machinery or equipment to the City.

(b) Conduct business in the City requiring a business license therefore pursuant to ordinances of the City.

(c) Sell, purchase, exchange, lease or rent, or finance, for its own account or as broker, real property or the development, syndication or subdivision of real property or construction thereon of buildings or structures.

Conflict of Interest Disclosure Categories

**Marked version
with changes redlined**

ATTACHMENT A

Position	Disclosure Categories
<u>City Staff under City Manager:</u>	
Accountant	1, 4, 5, 7
Accounting Technician	1, 4, 5, 7
Animal Control Manager	1, 3, 5, 7
Assistant City Manager	1, 3, 5, 7
Assistant City Manager /Director of Community Development/	
Director of Public Works	1, 3, 5, 7
Assistant to the City Manager	1, 3, 5, 7
Assistant Engineer	1, 3, 5, 7
Assistant Engineer/Licensed Land Surveyor	1, 3, 5, 7
Assistant Planner	1, 3, 5, 7
Associate Civil Engineer	2, 4, 6, 8
Associate Engineer	2, 4, 6, 8
Associate Planner	1, 3, 5, 7
Building and Fire Safety Inspector	1, 4, 5, 7
Building Official/Fire Marshal	1, 3, 5, 7
Business License Inspector	2, 4, 6, 8
Buyer	1, 4, 5, 7
City Clerk	1, 4, 5, 7
City Traffic Engineer	2, 4, 6, 8
City Engineer/Deputy Director of Public Works	1, 3, 5, 7
Code Compliance Officer	2, 4, 6, 8
Communications Center Manager	2, 4, 6, 8
Crime Lab Manager	1, 3, 5, 7
Deputy City Clerk	1, 4, 5, 7
Deputy Director of Administrative Services	1, 3, 5, 7
Deputy Director of Community Development	1, 3, 5, 7
Deputy Director of Public Works	1, 4, 5, 7
Deputy Fire Chief	2, 4, 6, 8
Deputy Fire Marshal	1, 4, 5, 7
Director of Administrative Services	1, 3, 5, 7
Director of Community Development	1, 3, 5, 7
Director of Finance	1, 3, 5, 7
Director of Finance/City Treasurer	1, 3, 5, 7
Director of Human Resources	1, 3, 5, 7
<u>Director of Public Works</u>	<u>1, 3, 5, 7</u>
Director of Recreation	1, 4, 6
Engineering Technician	1, 3, 5, 7
Facilities Manager	2, 4, 6, 8
Financial Operations Manager	1, 4, 5, 7
Fire Battalion Chief	2, 4, 6, 8
Fire Chief	1, 3, 5, 7

Fleet Manager	2, 4, 6
Housing Manager	1, 3, 5, 7
Human Resources Analyst	2, 4, 6, 8
Information Technologies Manager	1, 4, 5, 7
Junior Engineer	1, 3, 5, 7
<u>Licensed Land Surveyor</u>	<u>1, 3, 5, 7</u>
Maintenance Supervisor	2, 4, 6, 8
Management Analyst	1, 3, 5, 7
Network Administrator	1, 4, 5, 7
Operations Manager	2, 4, 6, 8
Planning Manager	1, 3, 5, 7
Plans Examiner	1, 4, 5, 7
Police Captain	2, 4, 6, 8
Police Chief	1, 3, 5, 7
Police Lieutenant	2, 4, 6, 8
Police Records Manager	2, 4, 6, 8
Principal Human Resources Analyst	2, 4, 6, 8
Public Information Officer	1, 4, 5, 7
Public Works Inspector	2, 4, 6, 8
Public Works Operations Manager	2, 4, 6, 8
Purchasing Agent	1, 3, 5, 7
Recreation Services Manager	2, 4, 6, 8
Senior Accountant	1, 4, 5, 7
<u>Senior Building and Fire Safety Inspector</u>	<u>1, 4, 5, 7</u>
Senior Buyer	1, 4, 5, 7
Senior Engineering Technician	1, 3, 5, 7
<u>Senior Human Resources Analyst</u>	<u>1, 3, 5, 7</u>
Senior Management Analyst	1, 3, 5, 7
Senior Planner	1, 3, 5, 7
Senior Risk Management Analyst	1, 3, 5, 7
Supervising Building and Fire Safety Inspector	1, 3, 5, 7
Supervising Engineering Technician	1, 3, 5, 7
<u>City Attorney Staff:</u>	
Assistant City Attorney	1, 3, 5, 7
Deputy City Attorney	1, 3, 5, 7
Retained Attorney	1, 3, 5, 7
Staff Attorney	1, 3, 5, 7
<u>Boards/Commissions/Committees/Consultants</u>	
Personnel Commission Members	2, 3, 5, 7
Public Safety Facility Financing Oversight Committee	2, 4, 6, 8
Relocation Appeals Board Members	2, 3, 6, 8
Successor Agency Oversight Board	1, 3, 5, 7
Veterans' Commission Members	2, 4, 6, 8
Consultants	2, 4, 6, 8

ATTACHMENT B

DISCLOSURE CATEGORIES

Category 1. All-Inclusive Reportable Investments

A designated employee in this category shall disclose all investments (worth more than \$2,000) in a City-related business entity which are:

- (a) Owned by the designated employee, his or her spouse or dependent child;
- (b) Owned by an agent on behalf of the designated employee;
- (c) Owned by any business entity controlled by the designated employee (i.e., any business entity in which the designated employee, his or her agents, spouse and dependent children hold more than a 50% ownership interest);
- (d) Owned by a trust in which the designated employee has a substantial interest (i.e., a trust in which the designated employee, his or her spouse and dependent children have a present or future interest worth more than \$2,000);
- (e) Representing the pro rata share (worth more than \$2,000) of the designated employee, his or her spouse and dependent children, of investments of any business entity or trust in which the designated employee, his or her spouse and dependent children own, directly, indirectly or beneficially, a 10% interest or greater.

"Investment" means any financial interest in or security issued by a City-related business entity, including, but not limited to, common stock, preferred stock, rights, warrants, options, debt instruments, and any partnership or other ownership interest.

A business entity is "City-related" if, and only if, the business entity or any parent, subsidiary or otherwise related business entity (i) has an interest in real property within the jurisdiction, (ii) does business in the City, or (iii) did business or plans to do business in the City at any time during the period commencing two years prior to and ending one year after the time the designated employee is required by this Code to file his or her next Statement of Economic Interests or to disqualify himself or herself with respect to a City decision. (The term "parent, subsidiary, or otherwise related business entity" shall be construed as specifically defined by the Commission.)

No asset is deemed an "investment" unless its fair market value exceeds \$2,000.

The term "investment" does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.

Category 2. Less-Inclusive Reportable Investments

A designated employee in this category shall disclose those, and only those, Category 1 reportable investments which pertain to a business entity, a business activity which is that of:

- (a) Providing within the last two years, or foreseeably in the future, services, supplies, materials, machinery or equipment to the City;
- (b) Conducting a business in the City which requires a business license therefore pursuant to ordinances of the City;
- (c) Sale, purchase, exchange, lease or rental, or financing, for its own account or as broker, of real property or the development, syndication or subdivision of real property or construction thereon of buildings or structures.

Category 3. All-Inclusive Reportable Interests in Real Property

A designated employee in this category shall disclose all interests (worth more than \$2,000) in real property located within the jurisdiction if the interests are:

- (a) Held or owned by the designated employee, his or her spouse, or dependent child;
- (b) Owned by an agent on behalf of the designated employee;
- (c) Owned by any business entity controlled by the designated employee (i.e., any business entity in which the designated employee, his or her agents, spouse and dependent children hold more than a 50% ownership interest);
- (d) Owned by a trust in which the designated employee has a substantial interest (i.e., a trust in which the designated employee, his or her spouse and dependent children have a present or future interest worth more than \$2,000);

(e) Representing the pro rata share (worth more than \$2,000) of the designated employee, his or her spouse and dependent children, of investments of any business entity trust in which the designated employee, his or her spouse and dependent children own, directly, indirectly or beneficially, a 10% interest or greater.

"Interest" in real property includes any leasehold, beneficial or ownership interest, or any option to acquire such an interest, in real property, but does not include the principal residence of the filer.

Real property shall be deemed to be "located within the jurisdiction" if the property or any part of it is located within or not more than two miles outside the boundaries of the City or within two miles of any land owned or used by the City.

Category 4. Less-Inclusive Reportable Interests in Real Property

A designated employee in this category shall disclose those, and only those, Category 3 reportable interests in real property where the property or any part of it is located within or not more than 500 feet outside the boundaries of the City.

Category 5. All-Inclusive Reportable Income

A designated employee in this category shall disclose all income of the designated employee from any City-related source aggregating \$500 or more (or \$50 or more in the case of gifts) during the reporting period.

"Income" means, except as provided below, income of any nature from any City-related source, including but not limited to, any salary, wage, advance payment, honorarium, award, gift, including any gift of food or beverage, loan forgiveness or payment of indebtedness, discount in the price of anything of value unless the discount is available to members of the general public without regard to official status, rebate, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any person other than an employer, and including any community property interest in income of a spouse from any City-related source. Income of an individual also includes a pro rata share of any income of any City-related business entity or trust in which the individual or spouse owns, directly, indirectly or beneficially, a 10% interest or greater.

A source, business entity or trust is "City-related" if, and only if, he, she or it (i) resides in the jurisdiction, (ii) has an interest in real property within the jurisdiction, (iii) does business in the City, or (iv) did business or plans to do business in the City at any time during the period commencing two years prior to

and ending one year after the time the designated employee is required by this Code to file his or her next Statement of Economic Interests or to disqualify himself or herself with respect to a City decision.

"Income" does not include:

(a) Campaign contributions required to be reported under Chapter 4 of the Act;

(b) Salary and reimbursement for expenses or per diem received from a state or local government agency and reimbursement for travel expenses and per diem received from a bona fide educational, academic or charitable organization;

(c) Gifts of informational material, such as books, pamphlets, reports, calendars or periodicals;

(d) Gifts which are not used and which, within thirty days after receipt, are returned to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes;

(e) Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin or the spouse of any such person, provided that a gift from any such person shall be considered income if the donor is acting as an agent or intermediary for any person not covered by this paragraph;

(f) Gifts of hospitality involving food, beverages, or lodging provided to the designated employee, if such hospitality has been reciprocated within the filing period. "Reciprocity" as used in this subsection includes the providing by the designated employee to the host of any consideration, including entertainment or household gift of a reasonably similar benefit or value;

(g) Any devise or inheritance;

(h) Interest, dividends or premiums on a time or demand deposit in a financial institution, shares in a credit union or any insurance policy, payments received under any insurance policy, or any bond or other debt instrument issued by any government or government agency;

(i) Dividends, interest or any other return on a security which is registered with the Securities and Exchange Commission of the United States Government;

(j) Loans by a commercial lending institution in the regular course of business.

"Honorarium" means a payment for speaking at any event, participating in a panel or seminar or engaging in any similar activity. For purposes of this subsection, free admission, food, beverages and similar nominal benefits provided to a filer at an event at which he or she speaks, participates in a panel or seminar, or performs a similar service, and reimbursement or advance for actual intrastate travel and for necessary accommodations provided directly in connection with the event are not payment and need not be reported by the designated employee.

A prize or an award shall be disclosed as a gift unless the prize or award is received on the basis of a bona fide competition not related to the designated employee's official status. Prizes or awards which are not disclosed as gifts shall be disclosed as income.

Category 6. Less-Inclusive Types of Reportable Income

A designated employee in this category shall disclose those, and only those types of Category 5 reportable income which are derived from a source, an activity which is that of:

(a) Providing within the last two years, or foreseeably in the future, services, supplies, materials, machinery or equipment to the City.

(b) Conducting a business in the City which requires a business license therefore pursuant to ordinances of the City.

(c) Sale, purchase, exchange, lease or rental, or financing, for its own account or as broker, of real property or the development, syndication or subdivision of real property or construction thereon of buildings or structures.

Category 7. All-Inclusive Types of Business Positions

A designated employee in this category shall disclose all business positions held within the jurisdiction held by the designated employee, his or her spouse, or dependent child.

A business position shall be deemed to be "located within the jurisdiction" if the position is held in a business entity which is located within or not more than two miles outside the boundaries of the City or within two miles of any land owned or used by the City.

"Business Position" includes: the name and address of each business entity in which the designated employee is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description

of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

Category 8. Less-Inclusive Types of Business Positions

A designated employee in this category shall disclose those, and only those types of Category 7 business positions which are part of business entities which:

(a) Provided within the last two years, currently provide, or will foreseeably in the future provide, services, supplies, materials, machinery or equipment to the City.

(b) Conduct business in the City requiring a business license therefore pursuant to ordinances of the City.

(c) Sell, purchase, exchange, lease or rent, or finance, for its own account or as broker, real property or the development, syndication or subdivision of real property or construction thereon of buildings or structures.



**City Council
Agenda Report**

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Mike Chasin, Fire Chief
SUBJECT: 2017 Assistance to Firefighters Grant

RECOMMENDATION:

That the City Council authorizes the City Manager or designee to execute grant documents and agreements necessary for the Assistance to Firefighters Grant (AFG) on behalf of the City of El Cajon.

BACKGROUND:

The AFG program is managed by the Federal Emergency Management Agency. The primary goal of AFG is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources needed to protect the public and emergency personnel from fire and related hazards.

In late January 2018, the City of La Mesa, acting on behalf of itself and the Cities of El Cajon and Lemon Grove, parties to the Heartland Fire & Rescue Joint Powers Agreement, submitted an application to the 2017 AFG program to provide wellness exams and behavioral health services for the fire suppression personnel in El Cajon, La Mesa, and Lemon Grove. On July 14, 2018, La Mesa was awarded the 2017 AFG in the amount of \$147,560. The total grant award includes \$13,414.55 (this amount is 10% of the total federal funding assistance) in matching funds among the three cities. El Cajon's 10% share is \$6,313.

The award of the 2017 AFG grant allows Heartland Fire & Rescue to create a wellness and fitness program that benefits safety personnel.

FISCAL IMPACT:

El Cajon funds are allocated for FY18/19 in the amount of \$6,313. These funds will be used for the Firefighter's Wellness and Fitness program as indicated above.

Prepared By: Barbara Watkins, Management Analyst

Reviewed By: Mike Chasin, Fire Chief

Approved By: Graham Mitchell, City Manager

Attachments

17 AFG Sub-Grant Agreement

Resolution

**THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

**INTERJURISDICTIONAL AGREEMENT
2017 Assistance to Firefighters Grant**

THIS INTERJURISDICTIONAL AGREEMENT (“Agreement”) is made and entered into as of the date set forth below, by and among the cities of La Mesa, a California general law city and municipal corporation (the “Applicant/Fiscal Agent”), El Cajon, a California charter city and municipal corporation (“El Cajon”), and Lemon Grove, a California general law city and municipal corporation (“Lemon Grove”) (Applicant/Fiscal Agent, El Cajon, and Lemon Grove, individually a “Party,” and collectively the “Parties”) with reference to the following facts:

WHEREAS, the Parties are each parties to that certain joint powers agreement dated October 15, 2009, by which the Parties have agreed to cooperate in sharing fire protection and rescue services in their jurisdictions through a program whereby the Parties share command staff, personnel, equipment, paramedic, transport, and other resources in order to provide for greater efficiencies of operations of their respective fire departments, known as “Heartland Fire & Rescue,” and

WHEREAS, each Party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall continue to make that performance or those payments from the current revenues legally available to that Party; and

WHEREAS, each Party finds that the performance of this Agreement is in the best interests of all Parties, that the undertaking will benefit the public through Heartland Fire & Rescue, and that the division of costs fairly compensates the Parties for the services or functions under this Agreement; and

WHEREAS, Applicant/Fiscal Agent has applied for, and conditionally received an award of grant funds (No. EMW-2017-FO-02479) through the Fiscal Year 2017 Assistance to Firefighters Grant program (“AFG”) from the United States Department of Homeland Security in the total amount of \$134,146, for the purposes of funding a wellness program for their public safety personnel through comprehensive physical examinations and subsequent training of personnel in order to protect the health, safety, and welfare of such personnel, all for the benefit of the public (the “AFG Funds”).

NOW THEREFORE, for good and valuable consideration, including the mutual covenants and agreement set forth herein, the Parties believe it to be in their best interests to allocate the AFG Funds, and agree to this allocation, provided approval is obtained through each Party’s internal process (whether by a Party’s city manager or legislative body approval), and Applicant/Fiscal Agent agrees to pay from AFG Funds received, as follows:

Section 1. Incorporation of Recitals. The Recitals set forth above are true, correct, and incorporated herein.

Section 2. Fund Allocations. The Parties hereby agree to the division of grant funds to each of them, and each agree to pay their portion of the required match of funds, in the following amounts:

City	Employees	Project Total	City Match (10%)	Federal Assistance
El Cajon	56	\$69,440.00	\$6,312.73	\$63,127.27
La Mesa	43	\$53,320.00	\$4,847.27	\$48,472.73
Lemon Grove	20	\$24,800.00	\$2,254.55	\$22,545.45
TOTAL	119	\$147,560.00	\$13,414.55	\$134,145.45

Note: Matching funds are calculated at 10% of federal funding assistance.

Section 3. Acceptance of Applicant/Fiscal Agent. The Parties agree that the City of La Mesa shall serve as Applicant/Fiscal Agent for the award and distribution of the AFG Funds.

Section 4. Compliance with FEMA Grant Documents. The Parties agree to comply with the terms and conditions of Agreement No. EMW-2017-FO-02479, including, that certain Summary Award Memo from the United States Department of Homeland Security, that certain Federal Emergency Management Agency Obligor Document for Award/Amendment, and the FY 2017 Assistance to Firefighters Grant Notice of Funding Opportunity (together, the “FEMA Grant Documents”), and to use the AFG Funds in accordance with the FEMA Grant Documents as submitted.

Section 5. Master Agreement for Wellness Program Implementation. Applicant/Fiscal Agent is hereby responsible for selecting such contractors and consultants necessary for the use by the Parties in implementing the wellness program that is the subject of the FEMA Grant Documents (the “Wellness Program”). Following the selection of the contractors and consultants Applicant/Fiscal Agent shall negotiate such agreements as are necessary and proper to establish the Wellness Program, in such form and substance approved by El Cajon and Lemon Grove. In negotiating the terms of such agreements the Applicant/Fiscal Agent shall confer with the other Parties so that each Party shall consent to the final forms of agreements to be executed by the Applicant/Fiscal Agent, said consent to be included on each of the agreements. In that regard the Parties covenant and agree to negotiate with each other in good faith to develop acceptable agreements for the Wellness Program.

Section 6. Confidentiality of Personnel Records; Memoranda of Understanding. The Parties agree that nothing in the Wellness Program shall be interpreted to allow any Party to review the confidential medical or personnel records of another Party’s employees participating in the Wellness Program. Each Party covenants to implement the Wellness Program only after complying with its memoranda of understanding with its employees and applicable state and federal laws.

Section 7. Term and Termination. This Agreement shall become effective as of the date it is last approved by the governing bodies of the Parties and shall continue in full force and effect until the AFG Funds are exhausted and the Wellness Program is completed or until terminated by the Parties pursuant to this Section 7. Any Party may terminate this Agreement without liability by giving written notice of intent to terminate thirty (30) calendar days prior to the date of termination; provided however, upon termination, the Parties shall pay their share and/or allocation of all Wellness Program costs incurred prior

to termination, consistent with the termination provisions in the contracts between Applicant/Fiscal Agent and the contractors and consultants.

Section 8. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to the notice address of each Party hereto for legal notices or as otherwise provided by a Party to another Party:

City of La Mesa:
City Manager
8130 Allison Avenue
La Mesa CA 91942

City of El Cajon:
City Manager
200 Civic Center Way
El Cajon CA 92020

City of Lemon Grove:
City Manager
3232 Main Street
Lemon Grove CA 91945

Section 9. Laws Governing/Venue. This Agreement and all provisions hereof shall be interpreted in accordance with and governed by the laws of the State of California. The Superior Court of San Diego County, State of California shall be deemed to be the sole proper venue for any legal action arising under this Agreement.

Section 10. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, and understandings of the Parties hereto, oral or written, are hereby superseded. By entering into this Agreement, the Parties do not intend to create any obligations, expressed or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 11. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental addenda executed by the Parties to this Agreement, without limitation, including the addition of new Parties to pursue the purposes of this Agreement.

Section 12. Reservation of Rights. Notwithstanding the provisions of this Agreement the Parties reserve all of their legal rights, and do not waive their ability to assert those rights as, in their sole discretion, they deem appropriate. Nothing in this Agreement shall impose any obligation on either Party to proceed with any Wellness Program in the future. Nothing in this Agreement shall be interpreted or construed to be a guaranty, warranty or representation that any phase will be approved or funded by the governing bodies of the Parties. The Parties acknowledge and agree that the consideration of any phase is subject to the sole and absolute discretion of the governing body for each Party and all legally required public hearings, public meetings, notices, factual findings and other determinations required by law.

Section 13. Limitations of Liability. Nothing in the performance of this Agreement shall impose any liability for claims against any Party other than claims for which liability may be imposed on the City of La Mesa through the California Tort Claims Act or claims which may be imposed on the other Parties through their respective claims ordinances and applicable state law.

Section 14. Indemnification. Each Party will be responsible for its own actions in providing services under this Agreement, and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Parties. Each Party shall defend, indemnify, and save all other individual Parties harmless from any and all claims arising out of that individual Party's employees' or officers' negligent performance of this Agreement. Any loss or liability resulting from the joint or concurrent negligent acts, errors, or omissions of the Parties while acting within the scope of their authority under this Agreement, shall be borne by the Parties collectively and proportionately in accordance with the allocations of the

AFG grant funds as set forth in Section 2, above. The provisions of this Section 14 shall survive the termination or expiration of this Agreement.

Section 15. No Third Party Beneficiaries. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 16. Execution in Counterparts. The Parties further stipulate that this Agreement may be executed in parts where the sum of the parts equals a whole and that a facsimile signature shall be deemed an original.

Section 17. Authority to Execute. The persons executing this Agreement on behalf of the Parties hereby represent and warrant that all legislative actions, approvals, and authorizations to execute this Agreement have been obtained by the governing body of the Party for which the person is signing.

Entered Into This ___ Day of September, 2018.

CITY OF LA MESA, CALIFORNIA

SIGNATURE YVONNE GARRETT, CITY MANAGER

CITY OF EL CAJON, CALIFORNIA

SIGNATURE GRAHAM MITCHELL, CITY MANAGER

CITY OF LEMON GROVE

SIGNATURE LYDIA ROMERO, CITY MANAGER

RESOLUTION NO. -18

RESOLUTION OF THE CITY OF EL CAJON
APPROVING AND AUTHORIZING THE EXECUTION OF
AN INTERJURISDICTIONAL AGREEMENT AND
MEMORANDUM OF UNDERSTANDING AMONG THE
CITIES OF LA MESA, EL CAJON, AND LEMON GROVE, CALIFORNIA,
FOR 17 ASSISTANCE TO FIREFIGHTERS GRANT

WHEREAS, the Assistance to Firefighters Grant ("AFG") program is managed by the Federal Emergency Management Agency, with the primary goal to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations; and

WHEREAS, since 2001, AFG has helped firefighters and other first responders obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources needed to protect the public and emergency personnel from fire and related hazards; and

WHEREAS, in late January 2018, the City of La Mesa ("La Mesa"), acting on behalf of the cities of La Mesa, Lemon Grove ("Lemon Grove"), and El Cajon ("El Cajon"), as parties to the Heartland Fire & Rescue ("Heartland") Joint Powers Agreement, submitted an application to the 17 AFG program to provide wellness exams and behavioral health services for the fire suppression personnel in El Cajon, La Mesa, and Lemon Grove; and

WHEREAS, on July 14, 2018, La Mesa was awarded the 17 AFG award in the amount of \$147,560 (\$142,800 for wellness exams and \$4,760 for behavioral health), which includes a total amount of \$13,414.55 in matching funds to be paid the three cities; and

WHEREAS, El Cajon's portion of the matching funds for the Firefighter's Wellness and Fitness program amount is \$6,312.73, and sufficient funds have been allocated for this contribution in the FY18/19 budget; and

WHEREAS, the parties desire to enter into the Interjurisdictional Agreement and Memorandum of Understanding among the Cities of La Mesa, El Cajon, and Lemon Grove, California (the "Agreement").

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

Section 1. The above recitals are true and correct, and are the findings of the City Council.

Section 2. The City Council hereby approves the creation of a wellness and fitness program that benefits safety personnel and the execution of that certain Interjurisdictional Agreement and Memorandum of Understanding among the Cities of La

Mesa, El Cajon, and Lemon Grove, California, substantially in the form as presented to the City Council at this meeting.

Section 3. The City Council hereby further approves the contribution of \$6,312.73 as the City's percentage of the matching funds in accordance with the Agreement.

Section 4. The City Council hereby authorizes the City Manager, or designee, to execute the Agreement on behalf of the City of El Cajon, with such changes as may be approved by the City Manager, or designee, and to take all actions and to execute all documents, attachments to the Agreement, and other documents necessary or appropriate to carry out the terms of the Agreement.

09/11/18 CC Agenda

Approve 17 Assistance to Firefighters Grant 082318



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Jeff Davis, Chief of Police
SUBJECT: United States DOJ Fiscal Year 2018 Justice Assistance Grant (JAG) Application

RECOMMENDATION:

That the City Council receives the FY 2018 JAG application as an informational item, as required by the FY 2018 Justice Assistance Grant (JAG) application. If the Police Department is awarded the JAG grant funds, City Council action will be needed to accept and appropriate the grant.

BACKGROUND:

Since 1996, the City of El Cajon has annually applied for and received Local Law Enforcement Block Grant (LLEBG) funds from the U.S. Department of Justice which, in 2005, was replaced with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. Over the years, these grants have helped fund specialized training and communications equipment such as Lidar for traffic motor units, crime scene measurement tools, and tasers. This grant does not require local match-funding or a formal public hearing. The Police Department's application for FY 2018 JAG funding includes a request for the following equipment; HyperClean Truair Ductless Fume Hood, Crime-Lite 82S Camera Search Kit, and 40mm Less Than Lethal equipment.

FISCAL IMPACT:

The City of El Cajon Police Department has applied for \$26,964 in JAG funding for Fiscal Year 2018.

Prepared By: Julie Wiley, Sr. Management Analyst

Reviewed By: Jeff Davis, Police Chief

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: Amendment to the Professional Services Agreement with Harris & Associates, Inc. for Engineering, Design, and Environmental Services for Phase II of the Broadway Earthen Channel Repairs Project

RECOMMENDATION:

That the City Council authorizes the City Manager to negotiate and execute an amendment to the existing Professional Services Agreement with Harris & Associates, Inc. for Engineering, Design, and Environmental Services for Phase II of the Broadway Earthen Channel Repairs (Project), in the not-to-exceed amount of \$325,000 for a two (2)-year term.

BACKGROUND:

Damages from storms over the past decade have caused significant erosion to an existing earthen channel. The overall goal of the Project is to improve the stability of the channel and improve the flood conveyance capacity of the 3,000-foot-long earthen channel along Hunter's Run Apartments, north of Broadway, between Ballantyne Street and Hart Avenue, and between Cypress Avenue and the San Diego County line. Another goal of the Project is to minimize the risk of severe flooding of adjacent properties. The Project consists of two (2) phases.

On August 8, 2017, the City Council authorized Phase I of the project in the amount of \$130,000. Phase I, which is now completed, included development and analysis of project alternatives and cost estimates in an effort to eliminate channel erosion and further private property damage. In addition, Phase I included a grant application with the California Governor's Office of Emergency Services using funding provided by the Federal Emergency Management Agency (FEMA) through the Hazard Mitigation Grant Program (HMGP). This program is intended to mitigate hazards before they cause severe damage. The 3,000-foot reach of the Broadway channel lies within a FEMA designated flood zone, which is a key qualification for the grant program.

Phase II involves the preparation of final construction plans and specifications, environmental analysis, and resource agency permitting, all in compliance with the California Environmental Quality Act, and a necessary qualification for the HMGP.

FISCAL IMPACT:

The not-to-exceed amount of \$325,000 is budgeted in the current Fiscal Year 2018-19 Capital Improvement Program, Wastewater Funds Activity 650900-8325, WW3586.

Prepared By: Yazmin Arellano, Deputy Director of Public Works / City Engineer

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

H:\DESIGN\PROJECTS\3586 Broadway Channel\Contracts\Harris



September 6, 2017

Gary H. Yagade
Harris & Associates, Inc.
1401 Willow Pass Road, Suite 500
Concord, CA 94520

RE: Engineering, Design, and Environmental Services for Phase I of the Broadway Earthen Channel Repairs Project – Professional Services Agreement and PO No. 93431

Dear Mr. Yagade,

Enclosed is the fully executed Agreement for Professional Services between the City of El Cajon and Harris & Associates, Inc. and Purchase Order No. 93431. Please reference this purchase order on all invoices for payment under this agreement.

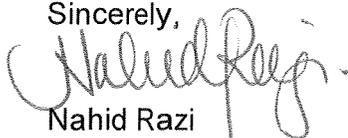
As part of the contract agreement, you are required to maintain:

- General Liability insurance of not less than \$2,000,000;
- Professional Liability insurance of not less than \$1,000,000;
- Workers' Compensation insurance with statutory limits and employers' liability limits of not less than \$1,000,000 accompanied by a Waiver of Subrogation endorsement.

If your insurance expires prior to completion of the term, it is your responsibility to post a new certificate of insurance with this office prior to the policy expiration date. **The Purchasing Division must have a current certificate of insurance on file at all times.**

If you have any questions concerning this matter, please contact me at (619) 441-1715 or nrazi@cityofelcajon.us.

Sincerely,


Nahid Razi
Purchasing Agent

CITY OF EL CAJON

200 CIVIC CENTER WAY
El Cajon, CA 92020

Phone: (619) 441-1715
Fax: (619) 588-1190



PURCHASE ORDER: 93431

ORDER DATE: 09/06/17

PAGE NO. 1

VENDOR: 22287
HARRIS & ASSOCIATES, INC.
1401 WILLOW PASS ROAD, SUITE 500
CONCORD CA 94520

SHIP TO: CITY HALL
200 CIVIC CENTER WAY
EL CAJON CA 92020-3916
ATTN: PUBLIC WORKS DEPT.

TERMS: NET 30 DAYS		F.O.B.: DESTINATION		REQUIRED DELIVERY DATE:	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT NOT TO EXCEED AMOUNT STATED	Engineering, Design, and Environmental Services for Phase I of the Broadway Earthen Channel Repairs Project per the Agreement for Professional Services between the City of El Cajon and Harris & Associates, Inc. Approved by City Council 08/08/17, Agenda Item #1.7. Term: September 5, 2017 - September 4, 2018.	130000.0000	130,000.00

ITEM#	ACTIVITY	ACCOUNT	JOB ACCOUNT	AMOUNT
01	650900	8325	WW3586	130,000.00

PAGE TOTAL \$	130,000.00
TOTAL \$	130,000.00

APPROVED BY

Naheed Razi
NAHID RAZI

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF EL CAJON AND
HARRIS & ASSOCIATES, INC.**

This Agreement for Professional Services ("AGREEMENT") is made and entered into this 5th day of September, 2017, by and between the CITY OF EL CAJON, a California charter city and municipal corporation, ("CITY") and HARRIS & ASSOCIATES, INC., a California corporation, ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement.

Subject to the provisions of Section 19 "Termination of Agreement" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (1) year from the date of execution of this AGREEMENT, as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT.

Section 2. Scope of Services.

CONSULTANT agrees to perform the services set forth in that certain proposal entitled "Broadway Channel – Engineering, Design, and Environmental Services Introduction," dated July 13, 2017 (the "Scope of Services"), attached hereto as Exhibit "A" and incorporated herein as if fully set forth; provided, however, that should any covenant, requirement, provision or condition of the Scope of Services be in conflict with any covenant, requirement, provision or condition of this AGREEMENT, the terms of this AGREEMENT shall prevail.

Section 3. Additional Services.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in the Scope of Services, unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay, and CONSULTANT agrees to accept for said services the total compensation (including reimbursement for actual expenses) in an amount not to exceed ONE HUNDRED THIRTY THOUSAND DOLLARS AND NO CENTS (\$130,000.00), unless additional compensation is approved in writing by the City Council or City Manager.

(b) Each month CONSULTANT shall furnish to CITY an **original** invoice for all services performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment,

supplies, subcontractor contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by CONSULTANT to determine whether the services performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event CITY disputes any charges or expenses, CITY shall return the original invoice to CONSULTANT for correction and resubmission.

(c) Except as to any charges for services performed or expenses incurred by CONSULTANT, which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

(d) Payment to CONSULTANT for services performed pursuant to this AGREEMENT shall not be deemed to waive any defects in services performed by CONSULTANT.

Section 5. Inspection and Final Acceptance.

CITY may inspect and accept or reject any of CONSULTANT's services under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's services within sixty (60) days after submitted to CITY. CITY shall reject services by a timely written explanation, otherwise CONSULTANT's services shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such services except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's services by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

Section 6. Ownership of Documents.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

Section 7. Consultant's Books and Records.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this

AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits, which may otherwise accrue, to CITY's employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights, and shall indemnify and protect CITY from and against any claims to such rights made by CONSULTANT's officers, employees or agents.

(d) CONSULTANT hereby represents and warrants to CITY that none of its employees or contractors serving as CONSULTANT's representative under this Agreement shall be a "retired annuitant" under the any public retirement system in the State of California, such as the California Public Employees' Retirement System ("CalPers"), the County Employees Retirement Law of 1937 (the "1937 Act"), the California State Teachers' Retirement System ("CalSTRS"), or any other similar retirement system available to California public employees, intended to replace, in whole or in part, or work.

Section 9. Standard of Performance.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

Section 10. Compliance with Applicable Laws; Permits and Licenses.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

Section 11. Nondiscrimination.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

Section 12. Unauthorized Aliens. *[Intentionally omitted.]*

Section 13. Conflicts of Interest.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) If applicable, CONSULTANT shall at all times comply with the terms of the Political Reform Act and CITY's Conflict of Interest Code (Chapter 2.75 of the El Cajon Municipal Code). Application of this subdivision (b) shall be determined by CITY and shall be set forth in Exhibit "B" (Conflict of Interest Determination). The level of disclosure categories shall be set by CITY and shall reasonably relate to the Scope of Services provided by CONSULTANT under this AGREEMENT.

(c) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related

services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

Section 14. Confidential Information; Release of Information.

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain. All instruments of service provided by CONSULTANT in performance of this AGREEMENT shall be considered a public record under California law. CONSULTANT shall not release or disclose any such information or instruments of service to persons or entities other than CITY without prior written authorization from the City Manager, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or instruments of service in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

Section 15. Indemnification.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of CONSULTANT's negligent

performance of any services under this AGREEMENT, or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) The foregoing obligations of CONSULTANT shall not apply to the extent that the CLAIMS arise from the sole negligence or willful misconduct of CITY or its elected and appointed boards, officials, officers, agents, employees and volunteers.

Section 16. Insurance.

(a) CONSULTANT agrees to obtain and maintain in full force and effect, during the term of this AGREEMENT, commercial general liability insurance of not less than \$2,000,000. Such insurance policy shall comply with El Cajon City Council Policy D-3, which is attached hereto as Exhibit "C" and made a part of this AGREEMENT. If there is any conflict between Exhibit "C" and this section 16, the terms of Exhibit "C" shall apply. All insurance policies shall be subject to approval by CITY as to form and content.

(b) CONSULTANT shall furnish properly executed endorsements and certificates of insurance to CITY prior to commencement of services under this AGREEMENT. Such endorsements and certificates shall:

1. Clearly evidence all coverages required above, including specific evidence of a separate endorsement naming CITY as an additional named insured;
2. Indicate whether coverage provided is on claims-made or occurrence basis; and
3. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on thirty (30) days prior written notice, via first class mail to CITY.
4. CONSULTANT agrees to provide CITY with copies of all required policies upon request.

(c) CONSULTANT shall also obtain and maintain professional liability insurance coverage in an amount not less than \$1,000,000.

(d) CONSULTANT shall maintain Workers' Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.

Section 17. Assignment.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges,

however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

Section 18. Continuity of Personnel.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

Section 19. Termination of Agreement.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CITY may terminate this AGREEMENT at any time if funds are no longer appropriated for the work to be performed by CONSULTANT.

(c) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(d) If either CONSULTANT or CITY fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT or CITY may terminate this AGREEMENT immediately upon written notice.

(e) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY, which is in CONSULTANT's possession, shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for services performed and expenses incurred by CONSULTANT, prepared as set forth in Section 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this AGREEMENT.

Section 20. Default.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, CITY shall not have any obligation or duty to continue compensating CONSULTANT for any services performed after the date of default and may terminate this AGREEMENT immediately by written notice to CONSULTANT.

Section 21. Excusable Delays.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the services as outlined in the Scope of Services, shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the services to be performed under this AGREEMENT.

Section 23. Notices.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Yazmin Arellano, Deputy Director
City of El Cajon Public Works Department
200 Civic Center Way
El Cajon, CA 92020

To CONSULTANT: Gary H. Yagade, PE, Vice President, Engineering Services
Harris & Associates, Inc.
1401 Willow Pass Road, Suite 500
Concord, CA 94520

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

Section 25. Binding Effect.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by CONSULTANT and by the City Council or City Manager. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

Section 28. Law to Govern; Venue.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of San Diego, East County Division. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Southern District of California, in San Diego. CONSULTANT hereby expressly waives any right to remove any action from San Diego County as is otherwise permitted by Code of Civil Procedure section 394.

Section 29. Dispute Resolution.

The parties hereby mutually agree that should any dispute arise out of or relate to this AGREEMENT, or its alleged breach thereof, said parties shall first attempt to settle such dispute or alleged breach by good faith negotiation. If, after good faith negotiation the parties are unable to resolve the dispute, the parties may, but are not obligated to submit the dispute to mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration, litigation, or other action.

Section 30. Attorneys' Fees, Costs and Expenses.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 31. Entire Agreement.

This AGREEMENT, including the attached Exhibits "A," "B" and "C," is the entire, complete, final, and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party, which are not embodied herein shall be valid and binding. To the extent that the terms and conditions of this AGREEMENT conflict with, or are in any way inconsistent with, the terms and conditions of Exhibits "A," "B" and "C," the terms and conditions of this AGREEMENT will prevail. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 32. Severability.

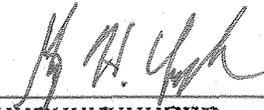
If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF EL CAJON,
a California charter city
and municipal corporation

HARRIS & ASSOCIATES, INC.,
a California corporation

By 
Douglas Williford, City Manager

By 
~~xxxxxx~~ Gary H. Yagade, PE
Vice President

ATTEST:

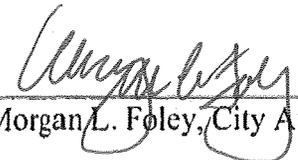
By ~~xx~~
~~Steve Winchester, CFO~~


Daryl A. Betancur, MPA, MMC, City Clerk

APPROVED AS TO CONTENT:


Dirk Epperson, Director of Public Works

APPROVED AS TO FORM:


Morgan L. Foley, City Attorney

Council Date: 08/08/17
Item #: 1.7



July 13, 2017

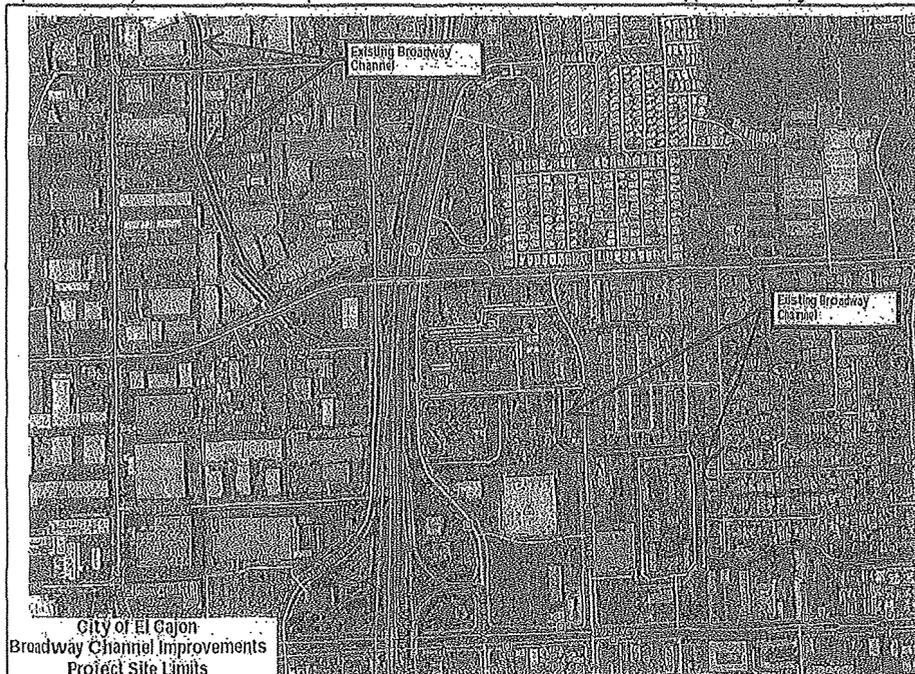
Mr. David Keltner, PE
Civil Engineer and Project Manager
City of El Cajon
200 E. Main Street
El Cajon, CA 92020

**Subject: Broadway Channel - Engineering, Design, and Environmental Services
Introduction**

This scope of work for Broadway Channel Project in the City of El Cajon (City) describes the Project Work Plan for developing and analyzing alternatives, and preparing an Environmental Document to comply with the California Environmental Quality Act (CEQA), this is considered Phase 1. Phase II of the project will involve preparation of construction documents and permits.

The overall goal of the project is to improve the stability of the channel and if possible improve the flood conveyance capacity of the channel. Currently the channel is eroding and threatens private property infrastructure. The channel is limited to less than a 10-year storm capacity and any improvements that can be made to increase the capacity within the City's right of way will be considered. This project will not alleviate private properties from 100-year flooding. A FEMA Conditional Letter of Map Revision is not part of this scope, but can be discussed following the proposed conditions model results.

The projects limits are defined by three segments as shown below. The first segment starts at the City boundary near Greenfield Drive and proceeds north to Cypress Lane. The second segment starts at Ballantyne Street continues west before proceeding north to Hart Drive. The third segment is located 300 feet north of Broadway near an apartment complex (Hunter's Run Apartments) and proceed north for approximately 600 feet.



Environmental planning and compliance services includes preparing the Environmental Documentation and Regulatory Permitting. The environmental documentation is an Initial Study/Mitigated Negative Declaration (IS/MND) to be prepared in compliance with the California Environmental Quality Act (CEQA). Stand-alone technical reports will be prepared for the biological resources and cultural resources analyses to support both the CEQA document and the required permits. Technical analyses for other environmental topics (e.g., air quality, greenhouse gas, noise, traffic) do not require stand-alone reports and will be included as part of the IS/MND.

The following scope of work is based on discussions with City staff. The scope is divided into three major parts, as follows:

- Preliminary Engineering and Hydraulics (Phase 1)
- Environmental Documentation (Phase 1)
 - Technical Reports
 - Initial Study and Draft Mitigated Negative Declaration
 - Final Mitigated Negative Declaration
 - Regulatory Permitting 401, 404 and 1602 (Phase 2)
- Final Design - Plans, Specifications and Estimate (Phase 2)

SCOPE OF SERVICES – Phase 1

Task 1a - Project Management

This task includes activities required for reporting, meetings, invoicing and management of sub-consultants for the work that will be completed

Reporting and Invoicing

This task involves monthly reports to the City and support to the City with Council Project Reporting.

Monthly Status Meetings

This task involves tracking the monthly status of the overall project. It is estimated that monthly status meetings will be held with the project team.

Grant Funding Support Services

Provide the City with grant funding support services to assist the City with the implementation cost of the proposed improvements. Grant funding opportunities will be made available through the CA Proposition 1 Grant Funding, FEMA Hazard Mitigation Program and the San Diego River Conservancy.

Task 2a - Planning

Planning subtasks include field surveys, geotechnical investigations, and hydrology and hydraulics modeling to support the basin design.

Field Survey

Horizontal and Vertical Survey Control

Consultant shall transfer horizontal and vertical survey control acceptable to the City of El Cajon to the project and maintain its use throughout the duration of the contract. Task includes office calculations, crew supervision and preparation of cut sheets and staking exhibits.

Aerial Topographic Survey

Consultant shall provide an aerial topographic survey drawn at 20-scale with 1-foot contour intervals and a color ortho rectified photo. Limits of the survey shall extend 100-feet on each side of the three (3) channels. This task includes the setting of ground control.

Boundary Right of Way Survey

Consultant shall perform a boundary or right of way survey for the three (3) channels. Boundary monuments necessary to place the property lines will be searched for and located. A property boundary for the project will be solved and included in the AutoCAD drawing. This task does not include the setting of monuments or the filing of record maps.

Utility Locations

Consultant shall field locate existing above ground utilities. The inverts of sewer and storm drain manholes and structures will be measured and detailed. For water valves, measurements will be made from the rim to the top of nut. Consultant shall add the located utilities to the final CADD drawing and include the invert elevations and pipe sizes.

Additional Cross Sections

Consultant shall perform cross sections of the channels at intervals not to exceed 100-feet. Cross sections to include channel toe and top elevations.

Geotechnical Investigation

This task will prepare a limited preliminary geotechnical investigations to aid the channel alternatives. The task includes:

- Collecting soil samples using a 2.5-inch diameter soil sampling kit and/or shovel from select locations. One sample will be collected from each segment for a total of three samples.
- Perform sieve analysis on each sample in accordance with ASTM D6913 test method
- Perform written reports to present the test results, and methodology in obtaining the samples and performance of laboratory tests.

Hydrology and Hydraulics

Data Collection

This task includes collecting the latest hydraulic study from FEMA for Broadway Channel and the City of El Cajon Master Plan. This task includes the FEMA fees for the collection of this information.

Field Review

A field visit will be completed to familiarize the project team with the project and review Manning's "n" values, cross sections from existing hydraulics analysis. Documentation through field notes and photographs will be completed. The Manning's "n" values will be based on the County of San Diego Hydraulics Design Manual.

Hydrology

It assumed for this project that existing hydrology either from FEMA or the City's master Plan will be utilized. No new hydrologic analysis will be performed.

Existing Conditions HEC-RAS

Prepare an existing conditions HEC-RAS computer model analysis, which is compiling the HEC-RAS analysis obtained from FEMA to confirm the water surface elevations indicated in the FEMA floodway tables. The limits of the HEC-RAS study will be along Broadway Channel from the Cypress Lane to 300 feet north of Broadway near an apartment complex. The existing hydraulics analysis will be modeled to demonstrate the existing channel capacity through each segment including velocities and shear stresses. It is estimated that the channel may be limited to a 10-year storm capacity. Prepare map showing the cross section locations, channel alignment, floodplain extents of the existing conditions. The mapping will utilize topographic mapping obtained from a previous task.

Proposed Conditions HEC-RAS

Prepare a proposed conditions HEC-RAS model along Broadway Channel from the Cypress Lane to 300 feet north of Broadway near an apartment complex. The proposed conditions models will evaluate channel alternatives along Broadway Channel from the Cypress Lane to 300 feet north of Broadway near an apartment complex considering the environmental constraints. The alternatives will focus on mitigating for scour of the channel and increase the flood conveyance. The alternatives may include:

- Natural Channel that will utilize the existing channel configuration but widened within the existing right of way.
- Natural Channel that would increase flood conveyance and mitigate scour
- Armored Channel that will utilize slope treatment to mitigate scour

Prepare map showing the cross section locations, channel alignment, floodplain extents of the proposed conditions. The mapping will utilize topographic mapping obtained from a previous task.

Prepare Report

This task involves developing a basis of design (BOD) that will provide the explanation of the ideas, concepts and criteria. The BOD, developed from the design intent, is the documentation of the primary thought processes and assumptions behind design decisions that will be made to meet the design intent. The report will include a hydraulic analysis detailing the results of the HEC-RAS analysis. The report will include discussions of methodology, assumptions and results. Exhibits showing cross sections, channel alignment, existing floodplain, and proposed conditions floodplains will be developed. Cost estimate for each of the channel alternatives will be prepared. A description of the unit cost including sources will be documented. If a FEMA Conditional Letter of Map Revision is feasible,

Optional task – FEMA Conditional Letter of Map Revision (CLOMR)

A FEMA CLOMR will be evaluated for the feasibility of submitting to FEMA pending the results of the proposed conditions.

Task 4a - Environmental Compliance and Permitting

Technical Reports

Biological Resources Technical Report

This technical document will be in letter report format summarizing the findings and recommendations of the following technical analyses conducted.

- Database Records Search. The California Natural Diversity Database (CNDDDB), the California Native Plant Society (CNPS) database of rare plants, and other appropriate sources will be reviewed to identify special-status species with the potential to occur within or in the vicinity of the project study area.
- Biological Resources Technical Report. A qualified biologist(s) will conduct a pedestrian survey of the entire project study area, and will map vegetation communities according to Holland-Oberbauer classifications and digitize the information using GIS software. The report will include a summary of the results of the database search and field survey, including the vegetation communities map and a table indicating the likelihood for any special-status species to occur in the study area. The report will identify the biological resources within the project study area, the relative sensitivity of any resources, proposed impacts to resources (including potential jurisdictional waters), recommendations to avoid impacts to special-status species, and potential mitigation requirements for impacts to resources.
- Jurisdictional Waters/Streambed Delineation and Report. The project study area will be assessed for features that are potentially subject to the jurisdiction of the U.S. Army Corps of Engineers (USACE), the Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Wildlife (CDFW). Qualified biologists will conduct a routine jurisdictional delineation of waters of the United States per the 1987 USACE Wetland Delineation Manual Parameters and Arid West Region Supplement (USACE 2008). The study will identify waters potentially subject to the jurisdiction of the USACE and the RWQCB, and the streambeds and habitat potentially subject to jurisdiction of the CDFW pursuant to Sections 404 and 401 of the Clean Water Act (CWA) and Section 1600 et seq of the California Fish and Game Code, respectively. The limits of potentially jurisdictional areas will be mapped using global positioning system (GPS) hardware, aerial photographs, and GIS software. The report will assess existing conditions and include the results of the field studies, including the limits and areas of potentially jurisdictional areas with graphic exhibits. The report will also discuss potential mitigation requirements for impacts to aquatic resources. The jurisdictional delineation will be in a format typically used to obtain environmental permits from resource agencies, including the USACE, CDFW, and RWQCB.

SCOPE OF SERVICES – Phase 2

Task 1b - Project Management

This task includes activities required for reporting, meetings, invoicing and management of sub-consultants for the work that will be completed

Reporting and Invoicing

This task involves monthly reports to the City and support to the City with Council Project Reporting.

Monthly Status Meetings

This task involves tracking the monthly status of the overall project. It is estimated that monthly status meetings will be held with the project team.

Grant Funding Support Services

Provide the City with grant funding support services to assist the City with the implementation cost of the proposed improvements. Grant funding opportunities will be made available through the CA Proposition 1 Grant Funding, FEMA Hazard Mitigation Program and the San Diego River Conservancy.

Task 2b - Planning

Phase 1 Environmental Site Assessment

In order to evaluate the potential for impacts from the presence of hazardous materials along or in the vicinity of the proposed project alignments Phase I Environmental Site Assessment (Phase I ESA) study will be conducted. The Phase I ESA study will be performed in general conformance with the American Society for Testing and Materials (ASTM) Standard Practice E 1527, and will include the following tasks:

Information Review

This task will review publicly available records/files maintained by the State Water Resources Control Board (SWRCB) and the County of San Diego Department of Environmental Health Services (DEHS) which are available on the State of California GeoTracker website for information pertaining to unauthorized releases along the project alignments and their immediate vicinity.

In addition, an independent database search company will be retained, to perform a search of pertinent Federal, State and local regulatory agency database records. The report also includes historical land use information from readily available public records such as old business directories, Sanborn Fire Insurance maps, and historical aerial photographs and topographic maps. For the purpose of this project, the database search will be limited to a one-mile radius from the project alignments.

Site Reconnaissance

This task involves the performance of a visual reconnaissance of the project alignments to observe current conditions and activities along the project alignments and adjoining properties. Visual indicators of the use or storage of hazardous materials/wastes and potential contamination, such as soil stains, surface spills, stressed vegetation, or other evidence of potential hazardous materials-related conditions will be evaluated and recorded. It must be noted that this task does not include the collection of soil and/or groundwater samples for analytical (chemical) testing.

Data Analysis and Reporting

The information obtained from our data review and site reconnaissance will be compiled and evaluated, and presented in a written "Draft" report. The report will address the presence of hazardous waste contamination sources on or in the immediate site vicinity that could pose a potential hazard to the proposed project alignments. The report will include all technical data gathered during the course of our study and our preliminary findings and recommendations for further investigation, if applicable, in areas where the presence of contaminated soil or groundwater conditions may exist.

Geotechnical Investigation

Field Reconnaissance, Planning, Permitting and Utility Clearance

This task includes the performance of several subtasks/services in preparation of the geotechnical field exploration program, as follows:

- Perform a field reconnaissance to select and mark suitable locations for the exploratory borings.
- Coordinate utility clearance of the boring locations through Underground Service Alert (USA).
- Prepare a boring location map for review and approval.
- Obtain encroachment and traffic control permits from the City, and boring permits from the County of San Diego DEHS.

Assumptions:

- This task assumes that the necessary arrangements with the City for their execution of a County DEHS "Property Owner Responsibility Acknowledgment" form that will need to be submitted to the County DEHS as part of the boring permit application, if required.
- The borings are located in existing public roadways or within City easements.
- The field exploration activities may be performed on privately-owned properties or easements for which the City will obtain the necessary permission or permits. Assumes that no environmental regulatory agency permits will be required to perform the geotechnical field exploration activities. These agencies may include, but are not limited to: the U.S. Army Corps of Engineers; and California Department of Fish & Game.
- Assumes that no encroachment and traffic control permit from the County of San Diego and Caltrans will be required for the performance of the soil borings.
- The City will waive the encroachment and traffic control permit fees which may be required for the performance of the borings.

Field Exploration Program

It is proposed that a total of seven (7) soil borings to approximate depths on the order of 20 feet below the existing ground surface (bgs) along the proposed project alignments. The borings will be use a conventional hollow-stem auger drilling method to the target depth or less if drilling refusal on hard cemented zones or large cobbles/rock is encountered.

The field investigation will be performed under the direction of an experienced field geologist or engineer. The soil materials encountered in the borings will be visually classified and logged, and representative samples of the soils will be collected for laboratory testing and analysis. During drilling, Standard Penetration Tests (SPT) will be performed with a specially manufactured "split spoon" sampler at selected depths. Relatively undisturbed samples will be obtained by driving a 3-inch (OD) diameter standard California sampler with a special cutting tip and inside lining of thin brass rings into the soils at the bottom of the borehole. Soil cuttings retained in the samplers will be field screened for the possible presence of volatile organic compounds using an Organic Vapor Meter (OVM). In addition, loose bulk samples will also be collected from each borehole.

Upon completion of the field exploration activities, the borings will be backfilled with bentonite chips. Borings that are located in the paved public right-of-way will be repaired with hot mix asphaltic- concrete (A.C.) to match the adjacent pavement surface. The work area will be cleaned and any excess soil will be removed for offsite disposal.

Assumptions:

- The boring target depth is based on experience with similar projects. The actual boring

depth may be less than the target depth in the event that drilling refusal on hard unweathered bedrock or oversized cobbles/rock is encountered. Assumes that there are no hazardous material contamination issues along the project alignment. In the event that visual or odoriferous indications of soil contamination are detected, we will immediately cease the field operations and notify the City to discuss further action.

- Assumes that concrete coring and repair will not be required to perform soil borings that are located in paved area.
- Understands that this project is not subject to compliance with Federal and/or State of California prevailing wage requirements.

Geotechnical Laboratory Testing

Geotechnical laboratory tests will be performed on selected soil samples to verify field classifications and to evaluate certain engineering characteristics. Laboratory tests will be performed in general conformance with the American Society for Testing and Materials (ASTM) or other generally accepted testing procedures. The testing program is anticipated to include the following:

- In-place Moisture Content (ASTM D2216);
- Moisture Content and Dry Density (ASTM D2937);
- Wet Sieve Analysis (ASTM D422);
- Atterberg Limits (ASTM D4318);
- Compaction (ASTM D1557);
- Consolidation (ASTM D2435);
- Direct Shear (ASTM D3080);
- Expansion Index (ASTM D4829); and
- Soil pH, resistivity, and soluble sulfate and chloride concentrations.

Engineering Analysis and Report Preparation

The field and laboratory test data will be analyzed, and prepare a written report to present a summary of our findings, including the final field and laboratory test results, along with our opinions and recommendations. The report will address the following issues:

- General surface and subsurface conditions;
- General geologic conditions and potential geologic hazards;
- Groundwater conditions, if encountered within the maximum depth of exploration;
- Soil excavation characteristics;
- Allowable soil bearing capacity and earth pressures;
- Modulus of subgrade reaction;
- Soil settlement characteristics;
- Slope stability considerations;
- Retaining wall design recommendations;
- Channel lining design recommendations;
- Soil corrosivity characteristics; and
- General construction-related considerations, including backfilling operations, temporary sloped excavations and shoring, and construction dewatering, if applicable.

Task 3b - Design

Design subtasks include preliminary and final design packages, along with construction cost estimates. The anticipated sheets include:

- Title Sheet (1 Sheet)
- Typical Cross Sections (4 Sheets)
- Channel Plan and Profile Sheets (6 Sheets)
- Details (4 Sheets)

Preliminary Design (30% Stage)

This task involves the development of base mapping for the project using collected survey data, as-built data, field data, and utility information. The design drawings will establish the central line of the improvements and typical cross sections.

Opinion of Probable Costs

This task involves preparing the construction cost estimate from the design recommendations to include quantity detail and verification of unit cost. Construction cost estimates will be prepared at the 60% design stage and the 100% design stage.

Final Design and Specifications (60% and 100% Stages) -- Phase 2

This task involves plan preparation and various stages of design for the proposed channel. 100% design plans and specifications will be produced. Specification will be developed utilizing the Greenbook and Caltrans Standard Specifications.

Task 4b - Environmental Compliance and Permitting

Technical Reports

Cultural Resources Report

This technical document will summarize the findings and recommendations of the following technical analyses conducted. In anticipation of the need to acquire federal permits, including but not limited to a Section 404 permit from the USACE, the cultural resources studies will meet the requirements for Section 106 of the National Historic Preservation Act. There are no previously documented National Register-listed properties within a one mile radius of the Project

- Records Search. Archaeological and historic resources review and literature search will be conducted through the South Coastal Information Center (SCIC) of the California Historical Resources Information System located at San Diego State University. The objective of this search is to establish the status and extent of previously recorded sites, surveys and excavations within and adjacent to the project study area, and to note what types of sites might be expected to occur within the study area based on existing data from archaeological sites within 0.5 mile.
- Site visit and Survey. If previously recorded resources are within the study area, a qualified archaeologist will conduct a site visit to investigate the previously recorded resource to determine the nature and scope of the resource. This scope assumes a reconnaissance survey will be required. This scope also assumes that a Native American monitor's presence during the survey is not required and that one (1) cultural resource will be identified during the survey.
- Cultural Resources Report. The report will be prepared consistent with the guidelines of the Office of Historic Preservation (OHP) *Archaeological Resource Management Reports: Recommended Contents and Format*. It will contain an abstract, project description and location map, natural setting, cultural setting, methods, results, a discussion, recommendations, references, whether findings are positive, and a confidential appendix that contains site documentation forms, if applicable. The report

will include a summary of the archival research, field review, and consultation with potentially interested parties.

- **OPTIONAL TASK: Native American Consultation**
The lead agency initiates this consultation, but our team can be available to assist with drafting letters and reviewing responses if needed.
 - Section 106/AB 52 Native American Consultation Support. Under Section 106, the federal Lead Agency is required to consult with federally recognized Native American tribes to determine if these entities can provide any information or have any concerns about historic properties or historical resources in the study area, consistent with 36 CFR Part 800.4. This consultation will include a request for a Sacred Lands File Search from the Native American Heritage Commission (NAHC) located in Sacramento to provide a list of contacts from whom to solicit additional information regarding known tribal cultural resources near the project APE. Consultation with California Native American tribes is also required under Assembly Bill 52 (AB 52), which is required under CEQA.

Initial Study and Draft Mitigated Negative Declaration

Project Description. Harris will prepare a project description which will include the basic characteristics of the project, including location, need for the project, project objectives, project site, project construction methodologies, and operation and maintenance activities. The project description will be based on information provided by project engineers and lead/responsible agencies (City of El Cajon and San Diego County). If there are changes to the project description during the course of preparing the IS/MND, a scope and budget amendment may be required.

Initial Study Analysis. Harris will prepare the Initial Study analysis based on the current environmental checklist in Appendix G of the State CEQA Guidelines. For each required environmental topic (listed below), the Initial Study will include the checklist questions and answers, a brief description of the existing conditions relative to the topic, and a discussion explaining the analysis and rationale for each of the checklist answers. The analyses will be based on a field visit, existing available information (e.g., City of El Cajon, *Drainage & Water Quality Impact Summary Program EIR for Rezoning Program*, May 6, 2016; and City/County planning documents), established regulatory thresholds, and professional expertise. Additional notes concerning the analyses are below:

- Aesthetics
- Agriculture and Forestry Resources - no impacts expected
- Air Quality – quantitative analysis based on project construction and operations data provided by project engineers and the City
- Biological Resources – based on information in the Biological Resources Technical Report
- Cultural Resources – based on information in the Cultural Resources Technical Report
- Geology and Soils
- Greenhouse Gas Emissions – quantitative analysis based on construction and operations data provided by project engineers and the City
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources - no impacts expected

- Noise -- qualitative analysis based on construction information provided by project engineers and the City
- Population and Housing -- no impacts expected
- Public Services
- Recreation
- Transportation/Traffic -- qualitative analysis based on information provided by project engineers and the City
- Utilities and Service Systems

Draft Mitigated Negative Declaration. Harris will prepare a draft Negative Declaration (ND) or Mitigated Negative Declaration (MND) form based on the Initial Study analysis. The ND form will be used if no mitigation measures are required, and the MND form will be used if mitigation measures are required to ensure potential impacts are less than significant impact. For purposes of this scope, it is assumed that mitigation measures will be required and an MND will be prepared.

IS/MND for City Review. Harris will submit an electronic version of the IS/MND and all appendices (if any) in PDF and editable (Word) formats to the City for review and comment.

IS/MND for Public Review. Harris will revise the IS/MND based on the City's comments. This scope and cost assume that there will be one round of review, and that City comments will not result in substantial changes or additional analysis. Harris will produce up to 25 hard copies of the IS/MND, and will provide 15 copies to the State Clearinghouse for distribution to State agencies and 10 copies to the City for the front counter, library, and distribution to other entities. Harris will also submit an electronic version to the City.

Notice of Intent and Notice of Completion. Harris will prepare a *Notice of Intent* (NOI) to adopt a MND and *Notice of Completion* (NOC). Harris will submit the NOC to the State Clearinghouse with the 15 hard copies (as described above) for distribution to State agencies. This scope assumes the City will be responsible for filing the NOI with the County Clerk and paying the \$50 filing fee. This scope also assumes the City will distribute the NOI in compliance with Section 15072 of the CEQA Guidelines, which requires the NOI be distributed to any organizations and individuals who have previously requested such notice in writing and by at least one of the following public means: publication in a newspaper of general circulation in the area, posting on and offsite in the area where the project will be located, or direct mailing to owners and occupants of property contiguous to the project.

Final Mitigated Negative Declaration

Response to Comments. Harris will prepare responses to comments (RTC) received during the IS/MND public review period. The RTC will be prepared in memorandum format and will include a list of the persons, organizations and agencies commenting on the IS/MND; a summary of the comments received with the actual comment letters appended; and responses to those comments. This scope of work assumes that the effort required to respond to comments will be minor to moderate, and will not require new analysis or substantial revisions to the IS. The project is not expected to receive a significant number of comments from public agencies and/or interested members of the public due to the beneficial nature of the project. However, because the number of comments and level of effort to respond to the comments is difficult to predict, a budget limit of 16 hours of professional staff time to respond to up to 25 individual comments (not comment letters) has been included in the cost for this task. Depending on the number and complexity of comment letters received, additional time may be necessary to adequately respond to the

comments. Harris will submit a draft RTC memo for City review and input, and a final RTC memo for the City's administrative file. CEQA does not require formal responses be prepared and distributed, but it does require that the City notify in writing any public agency which comments of any public hearing to be held for the project. It is common practice to share the responses during this correspondence.

Revised Initial Study and Final MND. If required for clarification, Harris will revise the Initial Study, and prepare the Final MND. As stated above, it is anticipated that any revisions to the IS/MND as a result of public review comments would be minor and would not require additional research and analysis. Harris will prepare 10 hard copies of the Final MND and revised Initial Study, if required. Harris will also submit one electronic version in a PDF suitable for reproduction on a CD.

Mitigation Monitoring and Reporting Program. If an MND is prepared as assumed, Harris will prepare a draft Mitigation Monitoring and Reporting Program (MMRP) based on mitigation identified in the IS/MND, including any revisions made after public review. The MMRP will be prepared in tabular format and will clearly identify the following for each mitigation measure: description including adequate detail and measurable standards, timing and entity responsible for implementing the mitigation measure, timing and entity responsible for monitoring the mitigation measure, and the impact it is mitigating. Harris will submit an electronic copy of the draft MMRP to the City for review and input, and then the final MMRP. Harris will append the final MMRP to the Final IS/MND. If an ND is prepared (instead of a MND) and no mitigation is required, a MMRP will not be prepared.

Notice of Determination. Harris will prepare the *Notice of Determination* (NOD) for City review and approval. Once approved, it is assumed that the City will sign and file the NOD with the State Clearinghouse and County Clerk's Office, including payment of the County Clerk filing fee (\$50) and the California Department of Fish and Wildlife filing fee (\$2,216.25), both of which may be paid to the County Clerk.

Regulatory Permitting

The Harris team will provide regulatory permitting assistance for the following anticipated permits, as described below.

Section 404, General Permit. We will prepare a General Permit application for Section 404 of the CWA for the project. Project implementation is anticipated to result in temporary and permanent impacts to wetlands and waters of the United States due to the mass grading required in the creek to allow increased flood conveyance. A conceptual mitigation and monitoring plan will be prepared for submittal with the permit application. The mitigation and monitoring plan will describe how the impacts to jurisdictional areas will be mitigated and how the mitigation will be monitored to demonstrate that the mitigation was successful. This plan also will be suitable for submittal with the applications for the RWQCB Section 401 Certification and CDFW Section 1602 Streambed Alteration Agreement.

Section 1602, Lake or Streambed Alteration Agreement. The Harris team will prepare a Lake or Streambed Alteration Agreement application for Section 1602 of the California Department of Fish and Game Code for the project. The agreement application will include a notice of determination showing CEQA compliance, project plans, and a check in an amount to be determined by the extent of impact. The City will be responsible for filing fees associated with the Lake or Streambed Alteration Agreement for the project.

Section 401, Water Quality Certification. The Harris team will prepare a Water Quality Certification application for Section 401 of the CWA for the project. The application will include a copy of the Section 1602 Streambed Alteration Agreement, a copy of the General Permit, a copy of the delineation of jurisdictional waters, a notice of determination showing CEQA compliance, and a check for the application fee. The City will be responsible for filing fees associated with the Water Quality Certification for the project.

Agency Coordination. The Harris team will coordinate with environmental regulatory agency representatives and will prepare permit applications in signature-ready format. A maximum of 16 hours of senior staff's time will be allotted for agency coordination. Upon the City's signature, we will submit permit applications to the respective agencies and will coordinate with those agencies to ensure that the applications are complete, will provide additional information if requested, and will discuss project measures to avoid or minimize impacts and/or additional permit conditions recommended for permit approval. During review, should any of the agencies modify or recommend additional conditions from those specified on the permit applications, the City would be responsible for agreeing to and working directly with the agencies to finalize the permit conditions. The City is also responsible for payment of all filing fees.

FEE ESTIMATE

Tasks	Total	Phase 1	Phase 2
1. Project Management			
Project Management	\$33,240	\$11,080	\$22,160
Grant Services	\$9,400	\$4,700	\$4,700
2. Planning			
Survey	\$27,310	\$27,310	
Phase 1 ESA	\$15,231		\$15,231
Geotech	\$38,170	\$3,850	\$34,320
H&H	\$60,130	\$55,130	\$5,000
3. Design			
30% Design	\$40,490		\$40,490
Opinion of Probable Costs	\$8,220		\$8,220
Final Design	\$122,580		\$122,580
4. Environmental			
Technical Reports (Biological and Cultural)	\$34,441	\$25,840	\$8,601
Initial Study and Draft MND	\$26,730		\$26,730
Final MND	\$7,130		\$7,130
Regulatory Permitting	\$29,100		\$29,100
Total	\$452,172	\$127,910	\$324,262

The fees above include all mailing, mileage and printing costs (except for printing of multiple sets for bidding) and would be invoiced monthly, based on time and materials. Bidding & Construction Assistance is not included in this scope and fee.

Sincerely,

HARRIS & ASSOCIATES

A handwritten signature in black ink, appearing to read "Gary H. Yagade". The signature is fluid and cursive, with the first name "Gary" being the most prominent.

Gary H. Yagade, PE
Vice President, Engineering Services

Task/Subtask	Harris & Associates/Engineering					Harris & Associates/Environmental					Subconsultants					Other Direct Costs			Subtotals
	QA/QC	Senior PM	Senior Project Engineer	Sr. CADD	Admin	Project Director	Project Biologist	Project Analyst	Project Analyst	Admin Support	Biological Res	Cultural Res	Survey	Geotechnical	Harris Markup	Reproduction	Distribution	Mileage	
	\$220	\$200	\$160	\$120	\$95	\$200	\$135	\$120	\$95	\$85					10%				
Task 1 Project Management																			
Phase 1 & 2 Reporting and Invoicing		48			24										\$0			\$11,880	
Phase 1 & 2 Monthly Status Meetings		48			48	36									\$0			\$21,360	
Phase 1 & 2 Grant Funding Support Services		24	24		8										\$0			\$9,400	
Subtotal Hours ==	0	120	24	0	80	36	0	0	0	0								224	
Subtotal (\$) ==	\$0	\$24,000	\$3,840	\$0	\$7,600	\$7,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$42,640	
Task 2 Planning																			
Phase 1 Field Survey		4													\$24,100			\$27,310	
Phase 2 Phase 1 Environmental Site Assessment		2												\$13,483	\$1,348			\$15,231	
Phase 1 Preliminary Geotechnical														\$3,500	\$350			\$3,850	
Phase 2 Geotechnical Investigation		2												\$30,836	\$3,084			\$34,320	
Phase 1 Hydrology and Hydraulics																		\$0	
Data Collection		8	40															\$8,000	
Field Review		4	8														\$50	\$2,130	
Hydrology		4	8															\$2,080	
Existing Conditions HEC-RAS		1	8	80														\$0	
Proposed Conditions HEC-RAS		1	8	60														\$0	
Prepare Mapping		1	8	24	40													\$0	
Prepare Report		1	24	40														\$0	
Subtotal Hours ==	4	72	260	40	0													376	
Subtotal (\$) ==	\$880	\$14,400	\$41,600	\$4,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,100	\$47,819	\$7,192	\$0	\$0	\$50	\$140,841	
Task 3 Design																			
Phase 2 Preliminary Design (30% Stage)	2	40	80	160												\$50		\$40,490	
Phase 2 Opinion of Probable Cause	1	8	40															\$8,220	
Phase 2 Final Design and Specifications (60% and 100% Stages)	4	160	320	320												\$100		\$122,580	
Subtotal Hours ==	7	208	440	480	0													1,135	
Subtotal (\$) ==	\$1,540	\$41,600	\$70,400	\$57,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$171,290	
Task 4 Environmental Compliance and Permitting																			
Phase 1 & 2 Technical Reports (Biological and Cultural)		4				24	44	0	8	4	\$12,000	\$7,819			\$1,982			\$34,441	
Phase 2 Initial Study and Draft Mitigated Negative Declaration		4				26	0	84	82	28					\$0	\$300	\$130	\$50	
Phase 2 Final Mitigated Negative Declaration		4				8	0	26	12	4					\$0	\$100	\$30	\$7,130	
Phase 2 Regulatory Permitting		16				16	160	0	0	0					\$1,000			\$20,100	
Subtotal Hours ==	0	28	0	0	0	74	204	110	102	36					0			28	
Subtotal (\$) ==	\$0	\$5,600	\$0	\$0	\$0	\$14,860	\$27,540	\$13,200	\$9,690	\$3,060	\$12,000	\$8,819	\$0	\$0	\$2,082	\$400	\$160	\$50	
Total Hours by Classification ==	11	428	724	520	80	110	204	110	102	36								1,763	
Total (\$) by Classification ==	\$2,420	\$85,600	\$115,840	\$62,400	\$7,600	\$22,060	\$27,540	\$13,200	\$9,690	\$3,060	\$12,000	\$8,819	\$24,100	\$47,819	\$9,274	\$550	\$160	\$100	
Percentage of Time Allocated (by hours) ==	1%	24%	41%	29%	5%														
Sub Total Harris																		\$452,172	
T&M BID AND CONSTRUCTION AND CONTINGENCY SUBTOTAL																		\$0	
GRAND TOTAL																		\$452,172	

CONFLICT OF INTEREST DETERMINATION

CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before CITY in which CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for CITY.

“CONSULTANT¹” means an individual who, pursuant to a contract with a state or local agency:

- (A) Makes a governmental decision whether to:
 - 1. Approve a rate, rule or regulation;
 - 2. Adopt or enforce a law;
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - 4. Authorize CITY to enter into, modify, or renew a contract provided it is the type of contract that requires CITY approval;
 - 5. Grant CITY approval to a contract that requires CITY approval and to which CITY is a party, or to the specifications for such a contract;
 - 6. Grant CITY approval to a plan, design, report, study, or similar item;
 - 7. Adopt, or grant CITY approval of, policies, standards, or guidelines for CITY, or for any subdivision thereof; **or**

- (B) Serves in a staff capacity with CITY and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for CITY that would otherwise be performed by an individual holding a position specified in CITY’s Conflict of Interest Code.

¹ The City’s Conflict of Interest Code and the Political Reform Act, which are applicable to the Successor Agency, refer to “consultants,” not “contractors.” The Successor Agency’s professional services agreements might refer to the hired professional as a “contractor,” not a “consultant,” in which case the Conflict of Interest Code may still apply. The Conflict of Interest Code, however, does not cover public works contractors.

HARRIS & ASSOCIATES, INC.
Broadway Channel Repairs Project

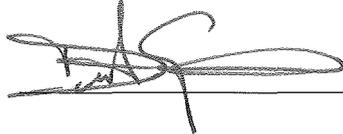
DISCLOSURE DETERMINATION:

1. CONSULTANT/CONTRACTOR will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above.

No disclosure required.

2. CONSULTANT/CONTRACTOR will be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. As a result, CONSULTANT/CONTRACTOR shall file, with the City Clerk of the City of El Cajon in a timely manner as required by law, a Statement of Economic Interest (Form 700) as required by the CITY of El Cajon Conflict of Interest Code, and the Fair Political Practices Commission, to meet the requirements of the Political Reform Act. *

Dept. Director
Signature



Date

8/31/17

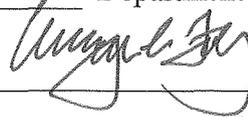
Name

Dirk Epperson, Director

Department

Public Works

City Attorney Approval of Determination



City Manager Approval



*CONSULTANT's disclosure of investments, real property, income, loans, business positions and gifts, shall be limited to those reasonably related to the project for which CONSULTANT has been hired by CITY. The scope of disclosure for CONSULTANT is attached hereto as Exhibit B-1.

CONFLICT OF INTEREST SCOPE OF DISCLOSURE

(For use in preparing California Form 700)

Investments: “Investment” means a financial interest in any business entity engaged in the business of program and construction management, civil engineering including project planning, financial and design management, procurement, construction phase oversight, and any other business entities that could receive a financial benefit arising out of CONSULTANT’s performance under this AGREEMENT.

Real Property: “Real property” interests are limited to real property in the City of El Cajon, wherever located.

Sources of Income: “Sources of income” means income (including loans, business positions, and gifts) of CONSULTANT, or CONSULTANT’s spouse or domestic partner in excess of \$500 or more during the reporting period from sources that are business entities engaged in the business of program and construction management, civil engineering including project planning, financial and design management, procurement, construction phase oversight, and any other business entities that could receive a financial benefit arising out of CONSULTANT’s performance under this AGREEMENT.

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT:	Insurance Requirements	POLICY	
		D-3	
REFERENCE:	Adopted 7/26/94 Amended 11/29/05 Amended 04/14/15	EFFECTIVE	PAGE
		04/14/15	1 of 8

PURPOSE

To provide a uniform City policy for liability insurance requirements and to establish procedures for its consistent application.

BACKGROUND

To help protect the City against liability, all individuals, contractors, agencies and organizations conducting business in association with, on behalf of, or in certain circumstances within the City of El Cajon are required to maintain adequate liability insurance coverage acceptable to the City.

Because of the differing levels of protection needed for various activities conducted within the City, the City has established policy limits and standards which directly relate to the type of activity being conducted.

POLICY

All individuals, contractors, agencies, and organizations conducting business either for the City of El Cajon (or the Successor Agency to the El Cajon Redevelopment Agency) or pursuant to an ordinance, resolution, agreement or policy requiring the maintenance of liability insurance shall provide proof of liability insurance in the following amounts and written on an occurrence basis (claims made coverage will be accepted only after verifying that occurrence coverage is not available):

1. A combined single limit policy with aggregate limits in the amount of \$2 million for all construction projects and for carnivals, subdivisions, and pollution coverage subject to section 5.c. under the heading "INSURANCE STANDARDS," with a maximum deductible or self-insurance retention ("SIR") of \$500,000; for policies not having a "combined single limit," minimum limits in amounts as follows:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Unless staff determines that circumstances (i.e. high risk project, etc.) require the higher limit, the \$2,000,000 limit shall be decreased to \$1,000,000 with a maximum deductible or SIR of \$150,000, when:

EXHIBIT "C"

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT:	Insurance Requirements		POLICY
			D-3
REFERENCE:	Adopted 7/26/94 Amended 11/29/05 Amended 04/14/15	EFFECTIVE	PAGE
		04/14/15	2 of 8

- a. The public improvements portion of a subdivision project is less than \$50,000; or
- b. A construction project (in accordance with the Standard Specifications for Public Works Construction—and the Standard Special Provisions, the “Green Book”) is for less than \$50,000.

2. Except as otherwise provided in this policy, a combined single limit policy with aggregate limits in the amount of \$2 million for all others, including, but not limited to, athletic leagues, recreation groups, towing companies and public service agencies; for policies not having a “combined single limit,” minimum limits in amounts as follows:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- 3. A combined single limit policy with aggregate limits in the amount of \$250,000 for homeowners insurance or \$500,000 for commercial general liability insurance for small business owners, in either event only where the insurance is required for work in the public right-of-way. “Small business owners” are defined as commercial businesses, or a professional or administrative office uses, where the owners of the business work on-site as their primary calling or vocation, and having no more than two (2) employees not related by blood or marriage.
- 4. Selected high-risk activities that would otherwise fall under the criteria for category 2 shall be evaluated by staff on a case-by-case basis to determine whether or not the above limits are sufficient. The imposition of liability limits exceeding \$2 million for such high-risk activities is appealable to the City Council.
- 5. \$1,000,000 for taxicab companies.
- 6. \$500,000 or actual value, whichever is greater, for “valuable papers” and “in transit” insurance where City records or personal property is being transported or stored outside of City property.

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT:	Insurance Requirements	POLICY	D-3
REFERENCE:	Adopted 7/26/94 Amended 11/29/05 Amended 04/14/15	EFFECTIVE	PAGE
		04/14/15	3 of 8

7. Exceptions to the above limits may be made for non-profit, charitable, political, community and religious organizations.
8. The policy or policies of insurance may be for all operations or activities of the party purchasing the policy or policies provided, however, that the City or the Successor Agency may require a separate policy exclusively for operations of the purchaser where the City Manager, in his or her sole discretion, determines that a single policy would be inadequate to protect the City or Successor Agency in the event of multiple catastrophes.
9. Workers' compensation insurance shall meet the minimum limits required by law.

INSURANCE STANDARDS

1. ADMITTED CARRIER / BEST'S RATING A, CLASS VII
 - a. Insurers must be "admitted" carriers pursuant to the provisions of the California Insurance Code and in accordance with all requirements of the State Insurance Commission and must be listed in the:

"OFFICIAL PUBLICATION
DEPARTMENT OF INSURANCE
STATE OF CALIFORNIA
45 Fremont Street
San Francisco, California 94105

INSURANCE ORGANIZATIONS AUTHORIZED BY THE INSURANCE
COMMISSION TO TRANSACT BUSINESS OF INSURANCE
IN THE STATE OF CALIFORNIA DURING
[the most recent year for which
the publication is available]."

or

"California Department of Insurance Company Profile."

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT:	Insurance Requirements	POLICY
		D-3
REFERENCE:	Adopted 7/26/94 Amended 11/29/05 Amended 04/14/15	EFFECTIVE
		04/14/15
		PAGE
		4 of 8

- b. Insurers must have a Best's rating of A, Class VII or higher (this rating includes those insurers with a minimum policyholder's surplus of \$50 to \$100 million). Exceptions to the Best's rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to an A, Class VII rating. An exception to the rating requirement may be made for the California State Compensation Insurance Fund if not rated.

2. NON-ADMITTED CARRIER / BEST'S RATING A, Class XII

Exceptions to the "admitted" requirement may be considered when a non-admitted insurance carrier meets all other standards herein and:

- a. is either (i) listed in:

California Department of Insurance
List of Approved Surplus Line Insurers

LISTING OF FILINGS

or (ii) is currently a party to co-operation agreements with foreign insurance regulatory authorities acceptable to the City Manager or City Attorney (for example, for insurers located in the United Kingdom, agreements must be with both the Prudential Regulatory Authority ("PRA") and the Financial Conduct Authority ("FCA"), or such successor authority or authorities of PRA and FCA;

- b. either the carrier or its parent company has a Best's rating of A, Class VII (this rating include those insurers with a minimum policyholder's surplus of \$50 to \$100 million;
- c. has ten years or more experience in the business of insurance; and
- d. if applicable, the reinsurance carrier has a qualified rating.

3. GENERAL – INSURANCE CERTIFICATES / ADDITIONAL INSURED

All insurers (including those insuring against pollution or discharges of hazardous materials) must provide certificates of insurance and endorsements evidencing coverage prior to the start of any contract. All certificates or endorsements must include:

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT:	Insurance Requirements	POLICY	D-3
REFERENCE:	Adopted 7/26/94 Amended 11/29/05 Amended 04/14/15	EFFECTIVE	PAGE
		04/14/15	5 of 8

- Name of insurance company issuing each policy.
All insurers must provide an original endorsement naming the City of El Cajon (and/or the Successor Agency to the El Cajon Redevelopment Agency), and its (their) elected and appointed officials, officers, employees and volunteers (for purposes of this Policy, individually and collectively, the "City Insureds") as additional insureds. This inclusion as additional insureds shall not be required of Workers' Compensation or professional liability policies of insurance, and may be waived for "valuable papers" coverage with the approval of the City Attorney.
- All insurers must provide an original endorsement stating that the insurance coverage shall be primary insurance as respects the City of El Cajon (and/or the Successor Agency to the El Cajon Redevelopment Agency), and its (their) elected and appointed officials, officers, employees and volunteers (for purposes of this Policy, individually and collectively, the "City Insureds. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- Waiver of Subrogation endorsement is required on Workers' Compensation Coverage.
- Address of named insured.
- Description of coverage, including any special coverage required by the contract.
- Policy numbers.
- Policy periods (If claims made basis, must include retroactive date and length of time allowed as extended reporting period).
- Coverage type (occurrence form vs. claims made).
- Authorized signature and date of issuance. An original signature is required: a digital signature is acceptable so long as it complies with the requirements of Government Code §16.5.
- Unless approved by the City Manager or designee, no certificate shall be accepted that qualifies the obligation of the carrier to provide 30 days written notice of cancellation of the policy. With the approval of the City Attorney the obligation to provide notice of cancellation may be reduced to ten (10) days, but only for termination due to the non-payment of any premium.

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT:	Insurance Requirements	POLICY	D-3
REFERENCE:	Adopted 7/26/94 Amended 11/29/05 Amended 04/14/15	EFFECTIVE	PAGE
		04/14/15	6 of 8

4. PUBLIC WORKS PROJECTS

In addition to the standards set forth above, insurance policies for public works projects must also meet the following insurance requirements set out in the most recent edition of the Green Book adopted by the City Council:

- a. All insurance certificates shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the City shall be notified by certified mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than thirty (30) days before expiration or cancellation is effective, the provisions of section 3 herein notwithstanding; and
- b. Compliance with Labor Code §§3700 and 3800 relating to Workers' Compensation.
- c. Requirements of the Green Book shall prevail.

5. PUBLIC RIGHT-OF-WAY

An applicant for permit(s) to do work within the public right-of-way may establish satisfactory proof of liability insurance in the following manner:

a. CONTRACTORS

Contractors must furnish the City with a certificate of liability insurance, which meets the requirements set forth above and any other City requirements contained in this policy.

b. HOMEOWNERS / PROPERTY OWNERS

Homeowners/Property owners requesting a permit to do work within City rights-of-way or easements immediately adjacent to their respective owned or occupied property, solely for the owner's personal benefit, shall be required to furnish the City with a copy of their homeowner's/property owner's liability insurance policy, which meets the requirements set forth above, with the minimum limits described in category 3 under the heading "**POLICY**," above. The policy must be effective during the entire period of the proposed work, plus two (2) calendar years, and must provide coverage for claims arising from the work performed, or improvements owned, by the homeowner in the right-of-way or easement. If the encroachment is

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT:	Insurance Requirements	POLICY	D-3
REFERENCE:	Adopted 7/26/94 Amended 11/29/05 Amended 04/14/15	EFFECTIVE	PAGE
		04/14/15	7 of 8

ongoing, annual proof of insurance shall be required. The requirement to name the City as an additional insured, and the requirement for a policy for two (2) additional calendar years, may each be waived by the City Council or the City Manager (or her designee) in cases of extreme hardship, in their discretion.

c. **POLLUTION EXCLUSION**

Applications for the installation of monitoring wells for the evaluation of groundwater pollution or for the discharge of formerly polluted groundwater into the City sewer system must be accompanied by a certificate of liability insurance provided by the property owner. Such liability insurance may not contain a pollution exclusion clause and must explicitly indemnify the City against all hazards which may result from either of these activities, including a worsening of pollution, either within the subsurface adjacent to the original pollution or within the City sewer system.

If the property owner is unable to provide insurance which addresses both general liability and pollution liability, the environmental company or other appropriately qualified entity contracting with the property owner for either monitoring well installation or groundwater pollution remediation, may furnish pollution liability insurance on behalf of the property owner.

Any insurance approved under this subsection c. shall be an occurrence policy, and shall otherwise comply with the provisions of this Policy.

d. **PUBLIC UTILITIES**

This policy as it relates to work in the public rights-of-way shall not be applicable to Cable TV, Helix Water District, Padre Dam Municipal Water District, SBC, San Diego Gas & Electric, or any other public utility.

e. **TRANSPORTATION / OVERSIZE LOADS – PERMITS – See Chapter 10.24 of the El Cajon Municipal Code.**

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT:	Insurance Requirements	POLICY	
		D-3	
REFERENCE:	Adopted 7/26/94 Amended 11/29/05 Amended 04/14/15	EFFECTIVE	PAGE
		04/14/15	8 of 8

TIME LIMITS / CANCELLATION PROVISIONS

All liability insurance required pursuant to this policy shall provide coverage for a sufficient time period to protect the City from liability. The insurer is required to provide a minimum of thirty (30) days-notice of cancellation of any policy. With the approval of the City Attorney (except as provided in section 4, herein) this obligation may be reduced to not less than ten (10) days written notice, but only for termination due to the non-payment of any premium. In no event shall a policy be accepted which terminates prior to the completion of the activity to be covered.

In certain circumstances, it may be impracticable to obtain continuing insurance coverage due to the duration of the activity or the cost of premature renewal. Under such circumstances, an exception to the coverage period may be made so long as the policy is renewed or replaced with an acceptable insurance carrier and there is no lapse in coverage. Maintenance of proper insurance coverage is a material term of any contract with the City and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

ALTERNATIVE RISK MANAGEMENT PRACTICES; SELF-INSURANCE; RISK-POOLING

Alternative risk management practices, such as self-insurance, risk pooling, risk retention groups, and other such programs, will be accepted in lieu of commercial insurance policies provided that the coverage meets the requirements of this Policy. Any such alternative risk management practices must meet the financial strength and surplus requirements reflected by the Best's Ratings required of commercial insurance under this Policy.



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Jeff Davis, Chief of Police
SUBJECT: 2018-2019 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant

RECOMMENDATION:

That the City Council:

1. Authorizes the City Manager or his designee to accept the California Office of Traffic Safety STEP Grant in the amount of \$118,193 and to execute any grant documents and agreements necessary for the receipt and use of these funds.
2. Appropriates the California Office of Traffic Safety STEP Grant funds in the amount of \$90,793 for overtime, \$2,500 for training and travel, \$24,900 for supplies, services and equipment for a total grant award of \$118,193.

BACKGROUND:

The California Office of Traffic Safety STEP grant provides funding to local law enforcement agencies in the administration of special details aimed at improving traffic safety. The 2018-2019 STEP Grant will provide reimbursement to the El Cajon Police Department in the amount \$118,193 to be used for Overtime, DUI checkpoint supplies, a changeable Message Sign Trailer with Radar and three Lidar devices. These items will be used to conduct the following details: DUI checkpoints and DUI saturation patrols, bike/pedestrian safety operations, traffic enforcement operations, motorcycle operations, and distracted driving operations. Additionally, the grant will fund staff attendance at conferences and training events supporting goals and objectives for traffic safety.

FISCAL IMPACT:

This grant will provide \$118,193 to the Special Revenue Fund 225900 - Police Miscellaneous Grants. No matching funds are required for this grant. These funds will only be used by the Police Department for the projects and equipment listed above or as indicated by approved modifications to the grant.

Prepared By: Julie Wiley, Sr. Management Analyst

Reviewed By: Jeff Davis, Police Chief

Approved By: Graham Mitchell, City Manager

Attachments

Grant Agreement

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PT-19	20.600	0521-0890-101	2018	2018	29/18	\$90,463.00
164-AL-19	20.608	0521-0890-101	2018	2018	29/18	\$27,730.00
				AGREEMENT TOTAL		\$118,193.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT \$118,193.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00		
				TOTAL AMOUNT ENCUMBERED TO DATE \$118,193.00		
OTS ACCOUNTING OFFICER'S SIGNATURE ✍			DATE SIGNED			

1. PROBLEM STATEMENT

The City of El Cajon has seen numbers in several collision categories increase or remain consistent over the past several years. One such category is that of pedestrian-involved collisions. 2015 OTS rankings showed El Cajon as being 3rd out of 57 in this category for California cities with a population over 100,000. For the same category in 2012, El Cajon ranked 3rd of 55. 2015 and 2016 did in fact see an increase in pedestrian related injury collisions. In 2016, there was a reduction in pedestrian related fatalities, due in part to enforcement and education from previous grant related activities. In 2015, (7) pedestrians were killed in vehicle vs. pedestrian collisions. While total number of injured increased in 2016, there were fewer, (3), fatal vehicle/ pedestrian collisions in 2016. In these serious collisions involving pedestrians, quite often, the pedestrian was found to be at fault. Since January of 2013, there have been (43) fatality collisions in El Cajon. Twenty three (23) of these involved pedestrians and (8) involved motorcycles. In 2012 we implemented an educational and enforcement project in an attempt to raise awareness in pedestrian safety in our community. This project was not funded by OTS. As confirmed by the OTS ranking statistics, our efforts had little or no effect on our rate of serious pedestrian collisions.

Our educational program, “Check Before You Step” was directed primarily towards students in our local elementary and middle schools. Although it continues to be important to educate school-aged children about the hazards of vehicles and the roadway, statistics show that this group is not among those most frequently involved in the serious pedestrian collisions. Adults make up the overwhelming majority of the pedestrians involved in these incidents. To further complicate our traffic issues, we have a large immigrant population within the City of El Cajon. Many in this group are first generation immigrants and may not fully understand California traffic laws and the hazards of walking in and around the roadway. In at least (7) of our significant/fatality collisions since the beginning of 2013, members of this group were involved as a pedestrian.

Another area of concern is total fatality and injury collisions. 2015 OTS rankings show El Cajon to be 3rd out of 57, which is alarmingly high. The city has seen an increase in injury collisions from 2013, which at that time, El Cajon was ranked 19/56 with (551).

Based upon the trends and statistical rankings, the focus of this grant will be on primary collision factors (speed/right of way violations) and pedestrian safety as well as. We will continue our efforts to educate both school aged children and adults on a wide range of traffic safety issues to include pedestrian safety and general traffic safety. Alcohol has also proven to be a factor in many of our serious collisions. In 2017, there were (2) fatality collisions where the driver was under the influence and subject to prosecution. There will be a direct focus on driving violations involving alcohol and drugs, specifically marijuana. In order to address the many complications involving marijuana and driving, there will be a push to train as many officers as possible in recognizing the objective symptoms of driving under the influence of marijuana.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.
4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcyclists killed in traffic collisions.
14. Reduce the number of motorcyclists injured in traffic collisions.
15. Reduce hit & run fatal collisions.
16. Reduce hit & run injury collisions.
17. Reduce nighttime (2100 - 0259 hours) fatal collisions.

18. Reduce nighttime (2100 - 0259 hours) injury collisions.	
B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, NHTSA Winter & Summer Mobilization, National Bicycle Safety Month, National Click it or Ticket Mobilization, National Teen Driver Safety Week, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Send law enforcement personnel to the DRE Recertification training.	1
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
8. Conduct DUI Saturation Patrol operation(s).	4
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.	8
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.	2
12. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	2
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.	6
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	4
3. METHOD OF PROCEDURE	
A. Phase 1 – Program Preparation (1st Quarter of Grant Year)	
<ul style="list-style-type: none"> • The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. • All training needed to implement the program should be conducted this quarter. • All grant related purchases needed to implement the program should be made this quarter. • In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly. 	

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations. Media Requirements
- Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes. Media Requirements
- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
 - If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
 - If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
 - Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
 - Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

GRANT AGREEMENT

PT19028

Schedule B

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PT-19	20.600	State and Community Highway Safety	\$90,463.00
164 AL-19	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$27,730.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
Positions and Salaries		
Full-Time		\$0.00
Overtime		
DUI/DL Checkpoints	20.608	\$16,400.00
DUI Saturation Patrols	20.608	\$8,000.00
Benefits @ 5.45%	20.608	\$1,330.00
Traffic Enforcement	20.600	\$25,200.00
Distracted Driving	20.600	\$5,400.00
Motorcycle Safety	20.600	\$5,400.00
Night-time Click It Or Ticket	20.600	\$4,800.00
Pedestrian and Bicycle Enforcement	20.600	\$18,900.00
Traffic Safety Education	20.600	\$2,000.00
Benefits @ 5.45%	20.600	\$3,363.00
Part-Time		\$0.00
Category Sub-Total		\$90,793.00
B. TRAVEL EXPENSES		
In State Travel	20.600	\$2,500.00
		\$0.00
Category Sub-Total		\$2,500.00
C. CONTRACTUAL SERVICES		
		\$0.00
Category Sub-Total		\$0.00
D. EQUIPMENT		
Changeable Message Sign Trailer with Radar	20.600	\$16,000.00
Category Sub-Total		\$16,000.00
E. OTHER DIRECT COSTS		
DUI Checkpoint Supplies	20.608	\$2,000.00
Lidar Device	20.600	\$6,900.00
Category Sub-Total		\$8,900.00
F. INDIRECT COSTS		
		\$0.00
Category Sub-Total		\$0.00
GRANT TOTAL		\$118,193.00

BUDGET NARRATIVE	
PERSONNEL COSTS	QUANTITY
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Benefits @ 5.45% - Medicare 1.45 Workers Comp 4.00	1
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	8
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	6
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	4
Benefits @ 5.45% - Medicare 1.45 Workers Comp 4.00	1
TRAVEL EXPENSES	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Governor’s Highway Safety Association conference and the annual International Association of Chiefs of Police DRE conference which are both scheduled for Anaheim. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
CONTRACTUAL SERVICES	
-	
EQUIPMENT	
Changeable Message Sign Trailer with Radar - fully equipped changeable message sign trailer(s) with a radar device and digital display that is portable and fully programmable and will determine and display the speed of vehicles or post traffic safety information and messages during OTS funded operations.	1
OTHER DIRECT COSTS	
DUI Checkpoint Supplies - on-scene supplies needed to conduct sobriety checkpoints. Costs may include 28” traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective	1

banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	
Lidar Device - light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement.	3
INDIRECT COSTS -	
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives.	

CERTIFICATIONS AND ASSURANCES**HIGHWAY SAFETY GRANTS****(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)**

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding

recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other 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 employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients 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.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal 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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

LAW ENFORCEMENT AGENCIES

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines “racial profiling” as the “practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped.” Then, subdivision (f) of that section goes on to provide, “A law enforcement officer shall not engage in racial profiling.”



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Nahid Razi, Purchasing Agent
SUBJECT: Disposal of Retired Property

RECOMMENDATION:

That the City Council declares the listed property retired and authorizes disposal in accordance with policy.

BACKGROUND:

In accordance with Municipal Code 3.16.090, departments shall submit to the purchasing agent reports showing supplies and equipment that are no longer used or have become obsolete or worn out.

The attached items listed are recommended for disposal as City retired equipment as they have become unsuitable for City use. Auctionable items will be offered by Fischer Auction Company at its regularly scheduled online auction (<http://www.facauctions.com>).

FISCAL IMPACT:

There is a one-time revenue resulting from the sale of auctioned items. Funds will be deposited back to the original funding source used to purchase the equipment.

Prepared By: Nahid Razi, Purchasing Agent
Reviewed By: N/A
Approved By: Graham Mitchell, City Manager

Attachments

Retired Property List

Surplus Vehicles/Equipment

<u>Year</u>	<u>Make/Description</u>	<u>Serial/VIN#</u>	<u>Asset No.</u>	<u>Mileage</u>
1998	Ford Taurus	1FAFP52U4WG118142	2788	70,950
1998	Ford Taurus	1FAFP52U7WA113990	2787	72,116
2003	Ford F-150 Crew Cab	1FTRW07693KD23813	5669	112,666
2005	Toro Groundmaster 4100-D	250000209	6100	4,523 hours
2007	Ford Explorer	1FMEU63897UA82887	6258	86,917
2008	GMC Schwarze Sweeper	1GDM7F1BX8F414066	6525	71,602
2008	GMC Schwarze Sweeper	1GDM7F1B08F416005	6524	61,244
2009	Ford Explorer	1FMEU63899UA19341	6587	91,650
2010	Ford Crown Victoria	2FABP7BV0AX117821	6685	100,387
2010	Ford Crown Victoria	2FABP7BV4AX117823	6684	83,875
2010	International Fire Ambulance	1HTMNAAM7AH286333	6682	158,658
2010	Elgin Broom Bear Sweeper	1HTMMAAN9AH250459	6643	22,588 (3,350 hours)
2011	Tymco Sweeper	1HTJTSKNXBH341901	6773	56,362
2012	Chevrolet Caprice	6G1MK5U28CL646308	7078	98,837

Misc. Equipment for Auction

<u>Quantity</u>	<u>Description</u>
33	Konica Minolta Printer
1	Toshiba Printer
1	Ricoh Printer
1	Kyocera Mita Copier
5	Fron Duck Back Board
22	Rapid Deployment Pro-Lite Back Board
1	Signature 2000 Freezer
1	Wheelchair
130	Stage Light Fixtures
1	Steinway & Sons Grand Piano
1	Hamilton Upright Piano
1	Metal Horse Statue
1	Defibrillator



City Council
Agenda Report

Agenda Item 11.

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: Contract Amendment for Portable Restroom Service at Wells Park

RECOMMENDATION:

That the City Council authorizes the increase of Purchase Order No. 93419, Diamond Environmental Services, LLC (DES), for weekly portable restroom services at Wells Park, 1153 E. Madison Avenue, El Cajon, CA 92020, in the amount of \$12,000.

BACKGROUND:

The existing restrooms were closed at Wells Park in September 2017 due to a failing sewer lateral. The City then provided two ADA compliant and three standard portable restrooms as an interim measure to provide facilities until the restrooms could be reopened. The units are serviced three times per week by DES and cleaned daily by NMS Management, Inc. Purchase Order No. 93419 was solicited via an informal quotation process and issued to DES in the amount of \$24,300 for a period of one-year through September 3, 2018, in accordance with El Cajon Municipal Code 3.20.010. The additional \$12,000 will extend service to December 31, 2018, and increase the purchase order to \$36,300.

The new sewer lateral contract was approved at the August 14, 2018 City Council Meeting. Work will begin as soon as contracts have been executed. The parking lot side restrooms will be reopened after the lateral is fixed and the restroom doors are replaced.

FISCAL IMPACT:

Increase Purchase Order No. 93419 by \$12,000 for a total of \$36,300. Sufficient funds are available in current Fiscal Year 2018-19 Capital Improvement Program, Wells Park Improvements Budget Activity 505000-8544-PK3610.

Prepared By: Yazmin Arellano, Deputy Director of Public Works/City Engineer
Reviewed By: Dirk Epperson, Director of Public Works
Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Nahid Razi, Purchasing Agent
SUBJECT: Award of Bid No. 013-19 – Computer Equipment

RECOMMENDATION:

That the City Council adopts the next resolution, in order, awarding the bid to the lowest responsive, responsible bidder, Hypertec USA, Inc. in the amount of \$153,634.80.

BACKGROUND:

On June 26, 2018, the City Council approved the award modification and partial re-bidding of Bid No. 032-18 – Computer Equipment due to the vendor's inability to provide the specified desktop equipment. As a result, the award for Bid No. 032-18 was reduced by \$85,234.17 and the removed desktops were added to the current year's computer equipment solicitation (Bid No. 013-19).

The bid solicited desktop computers and maintenance support, including the removed desktops from Bid No. 032-18 and the current year's computer equipment needs. Sixteen responses were received and opened at 2:00 p.m. on August 23, 2018. The three lowest bids were evaluated for responsiveness.

The Purchasing Division, in concurrence with the Director of Information Technology, recommends award of the bid to the lowest responsive, responsible bidder, Hypertec USA, Inc. The summary of bids is below and complete proposals are on file in the Purchasing Division.

FISCAL IMPACT:

The fiscal impact of this project is \$153,634.80. Sufficient funds are available for this project in Citywide IT Services (615110), contingent upon approval of the First Quarter Budget Amendment for Fiscal Year 2018-19.

REPORT:

Bid Summary - Bid No. 013-19	
<i>Bidder</i>	<i>Bid Amount with Sales Tax</i>
Hypertec USA, Inc. (Scottsdale, AZ)	\$153,634.80
Software House International (Piscataway, NJ)	\$159,941.60
Broadway Typewriter Co., Inc. (San Diego, CA)	\$162,907.92
Golden Star Technology (Cerritos, CA)	\$164,302.60
Advantage Imaging Supply, Inc. (San Juan Capistrano, CA)	\$164,348.76
HPI International, Inc. (Brooklyn, NY)	\$168,286.60
Strictly Technology (Ft Lauderdale, FL)	\$169,341.66
Staples, Inc. (Chicago, IL)	\$169,940.70
Datel Systems, Inc. (San Diego, CA)	\$170,970.80
OM Office Supply, Inc. (Mechanicsburg, PN)	\$170,803.82
Zones, Inc. (Auburn, WA)	\$172,239.48
CDW Government Inc. (Vernon Hills, IL)	\$173,918.71
Gigakom (San Diego, CA)	\$175,900.07
Mvation Worldwide, Inc. (Glen Cove, NY)	\$176,115.41
Allan San Diego (Sacramento, CA)	\$193,577.85
Trinity3, LLC (St. Paul, MN)	\$199,155.00

Prepared By: Nahid Razi, Purchasing Agent

Reviewed By: Sara Diaz, Director of Information Technology

Approved By: Graham Mitchell, City Manager

Attachments

Computer Equipment

RESOLUTION NO. -18

RESOLUTION AWARDING BID FOR
COMPUTER EQUIPMENT
(Bid No. 013-19)

WHEREAS, on June 26, 2018, the City Council approved modification and partial re-bidding of Bid No. 032-18 for Computer Equipment due to the vendor's inability to provide the specified desktop equipment (the "Unavailable Equipment"); and

WHEREAS, the Unavailable Equipment was added to the current year's computer equipment solicitation, Bid No. 013-19, for desktop computers and maintenance support; and

WHEREAS, upon the solicitation of Bid No. 013-19, sixteen (16) responses were received and opened at 2:00 p.m. on August 23, 2018, and the three (3) lowest bids were evaluated for responsiveness; and

WHEREAS, the Purchasing Division, in concurrence with the Director of Information Technology, recommends award of the bid to the lowest responsive, responsible bidder; and

WHEREAS, the City Council believes it to be in the best interests of the City to award the contract to the lowest responsive, responsible bidder as recommended by the Purchasing Division.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The above recitals are true and correct, and are the findings of the City Council.

2. The City Council hereby rejects all other bids and proposals except that herein mentioned, and awards the bid for Computer Equipment to:

Hypertec USA, Inc.

in the amount of \$153,634.80.

3. The Mayor and City Clerk are authorized and directed to execute a contract for the bid for Computer Equipment on behalf of the City of El Cajon.



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Nahid Razi, Purchasing Agent
SUBJECT: Purchase of Asphalt Road Maintenance Materials

RECOMMENDATION:

That the City Council adopts the next resolution, in order, to authorize the Purchasing Agent, in accordance with Municipal Code 3.20.010.C.6, to execute a split purchase agreement with Vulcan Materials Company and Superior Ready Mix Concrete, LP for the purchase of asphalt road maintenance materials in the estimated amount of \$38,000.

BACKGROUND:

Asphalt road maintenance materials are utilized for in-house street resurfacing and repair patching programs. On July 12, 2016, the City Council awarded the asphalt portion of Bid No. 003-17 – Road Maintenance Materials to Logans Marketing, Inc. in the estimated amount of \$30,346.91 for the first year, with the option to renew for two additional one-year periods. Upon review by City staff, the option to renew for the final one-year period was not exercised.

On June 17, 2014, the City of La Mesa, in cooperation with National City, Carlsbad, and Santee, approved the split award of Bid No. 14-13 – Type B Asphalt Concrete to Vulcan Materials Company and Superior Ready Mix Concrete, LP for the first year, with the option to renew for four additional one-year periods. All renewal options have been exercised and the final contract term is valid through June 30, 2019. The City of La Mesa bid allowed the successful bidder to permit other public agencies to "piggyback" onto its bid award.

Upon review of the City of La Mesa's bid for road maintenance materials, it was determined it would be in the best interest of the city to piggyback on the award. Piggybacking is a type of intergovernmental cooperative purchase in which an agency is extended the same pricing and terms of a competitively-bid contract entered into by another agency.

It is the City of El Cajon's intent to join the aforementioned cities prior to the expiration of the contract (June 30, 2019) and solicit a cooperative bid for road maintenance materials in order to gain greater economies of scale with volume bidding.

The Purchasing Division, in concurrence with the Director of Public Works, recommends the purchase of asphalt road maintenance materials be made in accordance with the City of La Mesa's Bid No. 14-13 split award to Vulcan Materials Company and Superior Ready Mix Concrete, LP.

FISCAL IMPACT:

The fiscal impact of this purchase is estimated to total \$38,000. Sufficient funds are available in Fiscal Year 2018-19 Street Operations (211320), Wastewater Operations (650720), and Parks Operations (160000).

REPORT:

Line Item Description	Estimated Quantity	Vulcan Materials Bid Price	Superior Ready Mix Concrete, LP Bid Price
3/8" Max. Top (tons)	100	\$59.00	\$59.00
Sheet Mix A/C (tons)	75	\$75.00	\$71.00
School Mix (tons)	100	\$72.00	\$66.00
1/2" Max Top (tons)	175	\$55.00	\$54.00
3/4" Max. Top (tons)	50	\$57.00	\$53.00
Cold Mix A/C (tons)	60	\$82.00	\$85.00
SS1H Oil (gallons)	150	No Bid	\$3.00

Prepared By: Nahid Razi, Purchasing Agent

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. -18

RESOLUTION AWARDING A SPLIT PURCHASE AGREEMENT
WITH THE CITY OF LA MESA FOR THE PURCHASE OF
ASPHALT ROAD MAINTENANCE MATERIALS

WHEREAS, asphalt road maintenance materials are utilized for in-house street resurfacing and repair patching programs; and

WHEREAS, on July 12, 2016, the City Council awarded the asphalt portion of Bid No. 003-17 – Road Maintenance Materials to Logan's Marketing, Inc. for an initial one-year term, with the option to renew for two (2) additional one-year periods; however, upon review by City of El Cajon ("City") staff, the final one-year renewal option was not exercised; and

WHEREAS, the City of La Mesa ("La Mesa"), in cooperation with the cities of National City, Carlsbad, and Santee, approved a split award of Bid No. 14-13 – Type B Asphalt Concrete on June 17, 2014, to Vulcan Materials Company and Superior Ready Mix Concrete, LP for an initial one-year term, with the option to renew for four (4) additional one-year periods; and

WHEREAS, all renewal options have been exercised and the current and final contract term is valid through June 30, 2019; and

WHEREAS, the La Mesa bid allowed the successful bidder(s) to permit other public agencies to "piggyback" onto its bid award, and upon review of the bid City staff has determined that it would be in the best interest of the City to piggyback onto La Mesa's award; and

WHEREAS, piggybacking is a type of intergovernmental cooperative purchase in which an agency is extended the same pricing and terms of a competitively-bid contract entered into by another agency; and

WHEREAS, it is the City's intent to join the abovementioned cities prior to the expiration of the contract on June 30, 2019, and to solicit a cooperative bid for road maintenance materials in order to gain greater economies of scale with volume bidding; and

WHEREAS, each participating entity is responsible for its own contractual arrangement and payment, and the City's estimated portion for the purchase of asphalt road maintenance materials is \$38,000.00; and

WHEREAS, Purchasing, in concurrence with the Director of Public Works, recommends the purchase of asphalt road maintenance materials be made in accordance with La Mesa's Bid No. 14-13 split award to Vulcan Materials Company and Superior Ready Mix Concrete, LP; and

WHEREAS, the City Council believes it to be in the best interests of the City to approve the purchase of asphalt road maintenance materials Vulcan Materials Company and Superior Ready Mix Concrete, LP in accordance with the terms of La Mesa's split award.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The City Council hereby finds the foregoing recitals to be true and correct, and the findings of the City Council.

2. The City Council does hereby approve piggybacking onto the City of La Mesa's Bid No. 14-13 – Type B Asphalt Concrete, with a split award to Vulcan Materials Company and Superior Ready Mix Concrete, LP, for the current and final renewal period of the contract, which is in effect through June 30, 2019, to:

Vulcan Materials Company
and
Superior Ready Mix Concrete, LP

in the total not-to-exceed amount of \$38,000.00.

3. The Mayor and City Clerk are authorized and directed to execute a contract for said purchase on behalf of the City of El Cajon.

09/11/18 CC Agenda

Purchase of Asphalt Road Maintenance - piggyback w-LM (Vulcan &SRM) 090418



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Clay Schoen, Director of Finance
SUBJECT: First Quarter Budget Amendments for Fiscal Year 2018-19

RECOMMENDATION:

That the City Council:

1. Appropriates carry-over funding of \$4,359,598 from previously approved Capital Improvement Projects, capital outlay requests, and programs, to be expended in Fiscal Year 2018-19;
2. Authorizes the proposed personnel changes detailed in this report;
3. Increases or modifies Fiscal Year 2018-19 appropriations in the net amount of \$136,234 for additional needs as detailed in this report; and
4. Authorizes the proposed capital expenditures detailed in this report.

BACKGROUND:

As part of the budget process each year, City departments estimate funding requirements through fiscal year-end (June 30), and the subsequent fiscal year to establish a total budget for multi-year projects, capital purchases, and certain programs. Due to unforeseen conditions and schedule adjustments, unspent, but committed, funds as of June 30 need to be carried forward to the new fiscal year so that projects and purchases can be completed. Table 1 on the Attachment lists the carry-over amounts to be appropriated in Fiscal Year 2018-19.

Also, several employee classification changes are proposed in this report to properly categorize and compensate City staff for changes in work assignment since the adoption of the annual budget in June 2018. All changes represent job reclassifications or assignments, do not change the number of full-time equivalent employees, and can be absorbed by current appropriations. Table 2 on the Attachment details these proposed reclassifications.

A number of items require an appropriation increase or modification and/or a capital expenditure authorization. Each item is described below, and proposed budget adjustments are summarized by Table 3 on the Attachment.

Information Technology- Computer Equipment

In June 2018, the City Council approved the partial re-bidding of Bid No. 032-18 – Computer Equipment due to issues providing the specified equipment. This procurement was originally scheduled to occur entirely last fiscal year. As a result of the partial re-bid, it was determined it was in the City’s best interest to combine the equipment re-bid from last year along with the planned equipment procurement for the current fiscal year. The recommended award of the current year bid is docketed on the September 11th City Council agenda. In order to facilitate this procurement, an increase in appropriations in the Information Technology Services Fund in the amount of \$85,234 is required. This increase is funded by revenues collected last fiscal year for this purpose.

Information Technology- Animal Shelter Hardware

The Animal Shelter project was anticipated to be completed by the end of last fiscal year. While largely complete and operational, a number of information technology issues remained outstanding. In order to address these outstanding items, a project (PS0020) appropriation of \$50,000 is required. This increase is funded by proceeds from “Prop O” public safety facility sales tax measure.

Police Department – Communication Equipment

As part of the Fiscal Year 2018-19 Adopted Budget, a Capital Outlay request for a piece of communication equipment was included in the Police Department’s COPS Grant Fund Budget. This authorization was for the estimated cost of \$25,000. However, at time of purchase, and including all related costs, the total expenditure exceeded this estimate. Approval of this request would increase the previously approved Capital Outlay authorization by \$1,000, to total \$26,000.

FISCAL IMPACT:

This action will carry-over unused Fiscal Year 2017-18 appropriations totaling \$4,359,598 into the current year and authorize \$136,234 of additional Fiscal Year 2018-19 expenditures. Table 4 on the Attachment details the individual fund impact.

Prepared By: Clay Schoen, Director of Finance

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

Attachments

First Quarter Budget Adjustments

FIRST QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2018-19

TABLE 1: CARRY-OVER FUNDING

Purchase Order (PO)/ Project Number	Description	Fund Name Budget Activity	Carry Over Appropriation
PO 93489	Audio Visual Support Services	Capital Improvement Project	\$ 88,042
		Information Technology	80,000
PO 93553	Sewer Cleaning Equipment	Wastewater	472,316
PO 93554	Truck Mounted Sewer Rodder	Wastewater	141,961
PO 93594	Vehicle Fleet Replacement	Vehicle Replacement	163,748
PO 93712	Vehicle Outfitting	Vehicle Replacement	95,594
PO 93718	Installation of Animal Shelter Security System	Public Safety Facility	9,500
PO 93755	Upgrade Citywide Office Equipment	Information Technology	127,618
PO 93757	Upgrade Network Equipment	Information Technology	118,521
PO 93773	Citywide Custodial Services	General Fund	18,954
PO 93774	Fire Department Telestaff Software Upgrade	General Fund	8,684
Project C0742	San Diego Habitat for Humanity Rehabilitation	CDBG	35,000
Project C0919	ECPAC Improvements	CDBG	688,356
Project C0922	Wells Park Improvements	CDBG	450,236
Project C0923	Stoney's Neighborhood Park Improvements	CDBG	58,167
Project C0704	Housing Rehabilitation Loan Program	CDBG	323,690
Project H0719	First Time Homebuyer Program	HOME	287,177
Project H0720	Housing Rehabilitation Pool of Funds	HOME	422,177
Project H0722	Single Family Rehabilitation Program	HOME	97,793
Project H0718	Community Housing Development Organization (CHDO) Project Set-Aside	HOME	63,351
Project H0918	San Diego Habitat for Humanity - 585 Ballantyne	HOME	508,964
Project HA1501	Cornerstone Project	HOME	81,262
Project PK3610	Wells Park Improvements	Park Capital Improvement Projects	18,487
Appropriations for Purchase Orders and Project Carry Overs			\$ 4,359,598

FIRST QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2018-19

TABLE 2: PERSONNEL ADJUSTMENTS

Classification	Department/Fund	Action (FTE)
Secretary	Community Development - General Fund	Reduce Two
Customer Service Representative	Community Development - General Fund	Add Two
Secretary	Public Works Department - General Fund	Reduce One
Accounting Technician	Finance Department - General Fund	Add One
Human Resources Analyst	Human Resources Department - General Fund	Reduce One
Senior Human Resources Analyst	Human Resources Department - General Fund	Add One

TABLE 3: MISCELLANEOUS ADJUSTMENTS

Description	Department/Fund	Type of Adjustment	Amount
Information Technology - Computer Equipment	Information Technology Services Fund	Appropriation Increase	\$ 85,234
Information Technology - Animal Shelter Hardware	Public Safety Facility Fund	Appropriation Increase	50,000
Police Department - Communication Equipment	Police Department - COPS Grant Fund	Capital Authorization	1,000

TABLE 4: IMPACT BY FUND

Fund Name	Fund Number	Total Impact
General Fund	101	\$ 27,638
Community Development Block Grant (CDBG)	270	1,555,449
HOME Grant	275	1,460,724
Capital Improvement Projects	501	88,042
Public Safety Facilities	502	59,500
Park Capital Improvement Projects	505	18,487
Vehicle Replacement	605	259,342
Information Technology	615	411,373
Wastewater Enterprise	650	614,277



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Clay Schoen, Director of Finance
SUBJECT: Annual Investment Policy Update

RECOMMENDATION:

That the City Council and Housing Authority, respectively, adopts the next Resolutions, in order, adopting City of El Cajon Investment Policy and delegating investment authorities to the Director of Finance/Treasurer.

BACKGROUND:

The City's investment policy requires that the policy be reviewed and adopted annually. The City's policy was first adopted by the City Council on May 15, 1996. In 2002, the National Association of Public Treasurers in the United States and Canada certified the City's investment policy as meeting their established standards. The policy has since been reviewed for updates every year thereafter to ensure compliance and sound investment practices.

It has been determined that it may be prudent for the City to use the County of San Diego's Investment Pool as an alternative to the state operated Local Agency Investment Fund (LAIF). Included with this action is the delegation of authority to establish this investment option and the agreement required to establish the investment account with the County of San Diego.

In preparing the update, the City's investment advisor, Public Financial Management (PFM), was asked to review and provide comment. Their attached response offers revisions to consider, although not required. The proposed investment policy is presented for consideration and approval.

FISCAL IMPACT:

Prudent investments provide for the safekeeping of funds and are an important revenue source.

Prepared By: Clay Schoen, Director of Finance

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

Attachments

Investment Policy Review Memo

EC Investment Policy 2018

Investment Policy Delegating Investment

ECHA Policy Delegating Investment

Investment San Diego County Treasurer



August 17, 2018

Memorandum

To: Clay Schoen, CPA, Director of Financer
City of El Cajon

From: Richard Babbe, Senior Managing Consultant
PFM Asset Management LLC

Re: 2018 Investment Policy Review

We completed our annual review of the City of El Cajon's ("City") Investment Policy ("Policy"). As written, the Policy is comprehensive and is in compliance with the California Government Code ("Code") sections that govern the investment of public funds. Furthermore, there have not been any Code changes that would require changes to the Policy. Accordingly, we are not recommending any changes to the Policy at this time.

Please let me know if you have any questions or if you would like to discuss further.

1. Purpose

This Statement is intended to provide guidelines for the prudent investment of the City's temporarily idle cash, and outline the policies for maximizing the efficiency of the City's cash management system. The investment goal is to enhance the economic condition of the City while insuring the safety of funds invested.

2. Scope

This investment policy applies to all financial assets of the City of El Cajon. Funds applicable are as accounted for in the City's Comprehensive Annual Financial Report and include:

- 2.1 Major Governmental Funds
- 2.2 Non-Major Governmental Funds
- 2.3 Enterprise Fund
- 2.4 Internal Service Funds
- 2.5 Agency Funds

Additionally, the City provides cash management and investment services for:

- 2.1 El Cajon Housing Authority
- 2.2 Heartland Fire Training Facility Authority Funds
- 2.3 Heartland Communication Facility Authority Funds
- 2.4 Successor Agency to the Former El Cajon Redevelopment Agency

3. Objective

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain the highest yield on its investments consistent with the criteria established for safety and liquidity.

4. Policy

It is the policy of the City of El Cajon to invest public funds in a manner that will provide maximum security with the highest investment return while meeting the daily cash flow demands of the City.

The primary objectives, in priority order, of the City's investment activities shall be:

- 4.1 **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to reduce the potential for loss of principal, interest or combination of

the two. The City invests only in those instruments that are considered very safe.

4.2 Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated. Liquidity refers to the ability to convert an investment to cash promptly with minimum risk of losing some portion of principal or interest.

4.3 Yield: Yield is defined as the average annual return on an investment based on the interest rate, price, and length of time to maturity. The City attempts to obtain the highest yield possible, provided that the basic criteria of safety and liquidity have been met. The City's investment portfolio shall be designed with the objective of attaining a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and cash flow characteristics of the portfolio.

5. Prudence

Investments will conform to all state and local statutes governing the investment of public funds. Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. The standard of prudence to be used by investment officials shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. Investment officers, acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

6. Authorized Investments

The City is empowered by statute to invest in securities listed below.

Percentage holding limits listed in this section apply at the time the security is purchased. In the event a security held by the City is subject to a credit rating change that brings it below the minimum credit ratings specified in this policy, the Director of Finance/Treasurer should notify the City Council of the change. The course of action to be followed will then be decided on a case-by-case basis, considering such factors as the reason for the change, prognosis for recovery or further rate drops, and the market price of the security.

Bond reserves and proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to permitted investments, bond proceeds will be invested in securities permitted by this Policy:

- 6.1 Bank Deposits FDIC insured or fully collateralized demand deposit accounts, savings accounts, market rate accounts, time certificates of deposits (“TCDs”) and other types of bank deposits in financial institutions located in California. The amount on deposit in any financial institution shall not exceed the shareholder’s equity. To be eligible to receive City deposits, the financial institution must have received a minimum overall satisfactory rating, under the Community Redevelopment Act, for meeting the credit needs of California Communities in its most recent evaluation. Bank deposits are required to be collateralized as specified under Government Code Section 53630 et seq. The Director of Finance/Treasurer, at his/her discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. The City shall have a signed agreement with any depository accepting City funds per Government Code Section 53649. The maturity of TCDs may not exceed 1 year in maturity. There is no limit on the percentage of the portfolio that may be invested in bank deposits. However, a maximum of 20 percent of the portfolio may be invested in TCDs.
- 6.2 Negotiable Certificates of Deposit Negotiable certificates of deposit (NCDs) issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to institutions which have long-term debt rated in the rating category of “A” or its equivalent or better by a Nationally Recognized Statistical Rating Organization (“NRSRO”); and/or have short-term debt rated “A-1” or higher or its equivalent by a NRSRO. Purchases of Negotiable CDs may not exceed 30% of the City’s investment portfolio.
- 6.3 Placement Service Deposits Bank deposits placed with a private sector entity that assists in the placement of deposits with eligible financial institutions located in the United States. The full amount of the principal and the interest that may be accrued during the maximum term of each deposit shall at all times be insured by federal deposit insurance. Placement Deposits shall meet all of the requirements of Government Code Section 53601.8. Purchases of Placement Service CDs may not exceed 30% of the City’s investment portfolio.
- 6.4 Securities of the U.S. Government or its Agencies Federal agency or United States government-sponsored enterprise obligations, participations,

or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

- 6.5 Treasury Bills and Notes U.S. Treasury Bills, Notes, Bonds or Certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- 6.6 Medium-Term Notes Medium-term notes are defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases are limited to securities rated in the rating category of “A” or its equivalent or better by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category.
- 6.7 Municipal Debt Registered treasury notes or bonds of this or any of the other 49 United States, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of this state or any of the other 49 United States.

Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

Purchases are limited to securities rated in the rating category of “A” or its equivalent or better by a NRSRO. A maximum of 20 percent of the portfolio may be invested in this category. The amount invested with any one issuer shall not exceed 10 percent of the portfolio.

- 6.8 Supranationals. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO and shall not exceed 30 percent of the portfolio.
- 6.9 Asset-Backed Securities. Asset-backed securities include mortgage pass-through securities, collateralized mortgage obligations, mortgage-backed

or other pay-through bonds, equipment lease-backed certificates, consumer receivable pass-through certificates, and consumer receivable-backed bonds. Purchases are limited to securities rated in a rating category of "AA" or its equivalent or better by a NRSRO. Additionally, securities must be issued by an issuer whose debt is rated in a rating category of "A" or its equivalent or better by a NRSRO. A maximum of 20 percent of the portfolio may be invested in this category.

- 6.10 Local Agency Investment Fund (LAIF) Investment of funds in the California State Pool (LAIF), subject to the State's maximum investment regulation.
- 6.11 Bankers' Acceptance Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as Bankers' Acceptances, which are eligible for purchase by the Federal Reserve System, the short term paper of which is rated in the highest category by a NRSRO. Purchases of Bankers' Acceptances may not exceed 180 days maturity or 30% of the City's investment portfolio.
- 6.12 Commercial Paper rated the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the conditions in either paragraph (1) or paragraph (2):
- (1) The corporation shall be organized and operating within the United States, shall have total assets in excess of five hundred million dollars (\$500,000,000), and shall issue debt, other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.
 - (2) The corporation shall be organized with the United States as a special purpose corporation, trust, or limited liability company, has program wide credit enhancements including, but not limited to, over collateralizations, letters of credit, or surety bond; has commercial paper that is rated "A-1" or higher, or its equivalent, by a NRSRO.

Purchases of commercial paper may not exceed 25% of the City's investment portfolio.

- 6.13 Repurchase Agreements (Repos) A purchase of securities by the City pursuant to an agreement by which the seller will repurchase such securities on or before a specified date, or on demand of either party, and for a specified amount. Investments in repos will be used solely as short-term investments not to exceed 30 days or 30% of the City's investment portfolio. Prior to investing in repurchase agreements the City shall have

properly executed a master repurchase agreement with each counterparty with which it enters into repurchase agreements.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in Section 6.4 and 6.5, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to the City's custodian bank versus payment or be handled under a tri-party repurchase agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value plus accrued interest, 102 percent of the total dollar value of the money invested by the City for the term of the investment. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a regular basis. Market Value must be calculated each time there is a substitution of collateral.

The City or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to Repurchase Agreement.

The City may enter into Repurchase Agreements with (1) primary dealers in U.S. Government securities who are eligible to transact business with, and who report to, the Federal Reserve Bank of New York, and (2) California and non-California banking institutions having assets in excess of \$1 billion and in the highest short-term rating category as provided by a NRSRO.

- 6.14 Money Market Mutual Funds Mutual funds must consist of securities and obligations of the U.S. Treasury and agencies of the federal government, and repurchase agreements collateralized with U.S. Treasury and Federal Agency obligations. The management companies shall either (1) attain the highest ranking or the highest letters and numerical rating provided by not less than two of the three largest NRSRO, or (2) have an investment advisor registered with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations as authorized above and with assets under management in excess of five hundred million dollars (\$500,000,000). The purchase price of shares for beneficial interest purchase shall not include any commission and shall not exceed 15% of the City's surplus money, which may be invested.

- 6.15 County of San Diego Treasury (County Pool) Investment in the County of San Diego Treasury pool not to exceed 30% of the City's investment portfolio.
- 6.16 California Asset Management Trust Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in Government Code. Investment in the Trust's Cash Reserve Portfolio (pool) not to exceed 30% of the City's investment portfolio.
- 6.17 Other investments that are, or may become, legal investments through the State of California Government Code and with prior approval of the City Council.

7. **Diversification and Maturity**

The investment portfolio shall be diversified among security types, individual financial institutions or maturity segments. In addition to the percentage limitation specified in Section 6 above, the maximum amount of the portfolio the City may invest with any one non-governmental issuer is 10%. Percentage limitations apply at time of purchase.

This investment policy limits maturities to five years unless the City Council has granted express authority to make that investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment. Bond reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of funds.

8. **Investment Reports**

The Director of Finance/Treasurer shall submit a quarterly investment report to the City Manager and City Council as soon as practical but no later than 60 days after the close of the quarter, except at fiscal year-end when the report shall be submitted no later than 90 days after the close of the quarter. The report shall include performance, market sector and interest earnings, the state of the investment market, highlight changes since the last report, and discuss investment strategy. Reporting shall be on the basis of both cost and market. The report shall include:

- 8.1 A listing of individual securities held at the end of the reporting period by authorized investment category.
- 8.2 A listing of all investment types at par values, date of maturity, and the market value.
- 8.3 Quarterly historical data by investment category.

8.4 Pool investment portfolio make-up, by investment categories (BA's, CD's, Commercial Paper, Agencies, etc.).

8.5 Percentage of portfolio represented by each investment category.

The policy recognizes that reporting on a market basis will periodically cause market gains or losses to be reported. In most instances such gains or losses will not be realized since individual securities with specific maturities are purchased based upon projected cash flows and normally will not be liquidated prior to maturity.

The report shall state whether the investments comply with the investment policy, or manner in which the portfolio is not in compliance, and whether the City will be able to meet its needs for cash for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

9. Internal Controls

The Director of Finance/Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgment by management. The internal controls shall address the following points:

9.1 Control of Collusion - Collusion is a situation where two or more employees are working together to defraud their employer.

9.2 Separation of Duties - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

9.3 Custodial Safekeeping - Securities purchased from any bank or dealer, including appropriate collateral, shall be placed and held by a third party custodian designated by the Director of Finance/Treasurer and evidenced by safekeeping receipts.

9.4 Avoidance of physical delivery securities - Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis.

- 9.5 Clear Delegation of Authority - Subordinate staff members must have a clear understanding of their authority and responsibility to avoid improper actions.
- 9.6 Written Confirmation of Telephone Transactions for Investments and Wire Transfers - Due to the potential for error arising from telephone transactions, all telephone transactions shall be supported by written communications and approved by the appropriate person.
- 9.7 The Director of Finance/Treasurer shall establish an annual process of independent review by the external auditor. This review will provide internal control by assuring compliance with policies and procedures.
- 9.8 The Director of Finance/Treasurer shall establish a review process for government investment pools used by the City. At a minimum, the City shall maintain on file a copy of the pool's investment policy and its requirements for participation, including limitations on deposits or withdrawals. For any pools used by the City, the Director of Finance/Treasurer shall include a listing by report to the Board quarterly by percentage the amount the pool has invested by investment sector.

10. **Use of Professional Investment Manager**

The City has engaged an investment advisor to assist in its investment program. Investments made by the Investment Advisor will be under the direction of the Director of Finance/Treasurer and will conform to this policy and within limitations of the Government Code.

11. **Authorized Financial Dealers and Institutions**

For transactions executed by the City's Investment Advisor, the Investment Advisor shall select broker/dealers according to Investment Advisor's selection policy. The use of broker/dealers will conform to the Investment Advisor's approved list at the time of investment. For transactions executed directly by the City and not purchased from the issuer, the Director of Finance/Treasurer will maintain a list of financial institutions authorized to execute investment transactions.

12. **Safekeeping and Custody**

All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City shall be held in

safekeeping by a third party bank trust department, acting as agent for the City under the terms of a custody agreement executed by the bank and by the City. The only exception to the foregoing shall be investments in: (i) depository accounts, (ii) LAIF, the county pool and other local government investment pools, and (iii) money market mutual funds, since the purchased securities are not deliverable. Evidence of each these investments will be held by the City.

13. Other Constraints

The City shall operate its investments within the many stated and self-imposed constraints. The City shall not leverage funds for investment purposes. It shall buy no stocks, shall not speculate, nor shall it deal in futures or options, or buy on the margin. Outside of participation in the State and County investment pools, the City shall not have any investments in exotic instruments such as inverse floaters, range notes, or mortgage-derived, interest-only strips, reverse repurchase agreements, or flexible repurchase agreements. The City will not purchase any security having an interest rate derived from an index, commodity price or other variable, i.e., securities commonly known as derivatives. The City may invest in floating rate securities.

14. Performance Standards – Yield

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. The City may utilize either a passive or active management approach of portfolio assets. Accordingly, the City may from time to time sell securities that it owns in order to better reposition its portfolio assets in accordance with changes in cash flow schedules or market conditions. Given this strategy, the basis used by the Director of Finance/Treasurer to determine whether market yields are being achieved shall be to compare the City's portfolio yield to LAIF and two-year Treasury Note rates.

15. Ethics and Conflict of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City.

16. Investment Procedures

The Director of Finance/Treasurer shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures include reference to: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance/Treasurer.

17. Delegation of Authority

Management responsibility for the investment program is hereby delegated for a one-year period to the Director of Finance/Treasurer who shall have full responsibility until the delegation of authority is revoked or expires for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the Director of Finance/Treasurer.

18. Investment Policy Adoption

The City's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

RESOLUTION NO. ____-18

A RESOLUTION ADOPTING THE
CITY OF EL CAJON
INVESTMENT POLICY AND
DELEGATING INVESTMENT AUTHORITY
TO THE DIRECTOR OF FINANCE

WHEREAS, the City of El Cajon Investment Policy is created for the purpose of establishing safekeeping of principal and prudent investment of City funds; and

WHEREAS, the policy has been updated to conform to state investment laws, enacted during the past year; and

WHEREAS, the policy has been prepared to standards promulgated by the Municipal Treasurers Association of the United States and Canada; and

WHEREAS, the investment policy has been reviewed by the City's investment advisors, Public Financial Management.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The City Council hereby adopts the City of El Cajon Investment Policy, dated September, 2018.

2. The City Council hereby delegates, to the Director of Finance, the authority to invest and reinvest funds of the City, and to sell and exchange securities so purchased, for the period of September 1, 2018, to and including August 31, 2019.

RESOLUTION NO. ECHA—

A RESOLUTION OF THE
EL CAJON HOUSING AUTHORITY
ADOPTING BY REFERENCE THE
CITY OF EL CAJON INVESTMENT POLICY AND
DELEGATING INVESTMENT AUTHORITY
TO THE TREASURER

WHEREAS, the City of El Cajon Investment Policy is created for the purpose of establishing safekeeping of principal and prudent investment of Housing Authority funds; and

WHEREAS, the policy has been updated to conform to state investment laws, enacted during the past year; and

WHEREAS, the policy has been prepared to standards promulgated by the Municipal Treasurers Association of the United States and Canada; and

WHEREAS, the investment policy has been reviewed by the City's investment advisors, Public Financial Management.

NOW THEREFORE, BE IT RESOLVED BY THE EL CAJON HOUSING AUTHORITY AS FOLLOWS:

1. The Housing Authority adopts by this reference the City of El Cajon Investment Policy, dated September, 2018, as the Investment Policy for the Housing Authority.

2. The Housing Authority hereby delegates, to the Treasurer, the authority to invest and reinvest funds of the El Cajon Housing Authority, and to sell and exchange securities so purchased, for the period of September 1, 2018, to and including August 31, 2019.

RESOLUTION NO. -18

RESOLUTION OF THE CITY OF EL CAJON
AUTHORIZING INVESTMENT OF MONIES IN THE
SAN DIEGO COUNTY TREASURER'S POOLED INVESTMENT FUND

WHEREAS, Government Code section 53684 was amended to allow public agencies to deposit excess money in the San Diego County Treasurer's Pooled Investment Fund (the "Investment Fund") for investment purposes; and

WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the Investment Fund in accordance with the provisions of Government Code section 53684 for the purpose of investment as stated therein is in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

Section 1. The City Council hereby authorizes the deposit and withdrawal of City monies in the Investment Fund in accordance with the provisions of Government Code section 53684 for the purpose of investment as stated therein, and verification by the County Treasurer's Office of all banking information provided in that regard.

Section 2. The City Council hereby approves the execution of that certain Investment Management Agreement (the "Agreement"), substantially in the form as presented to the City Council at this meeting.

Section 3. The City Council hereby authorizes the City Manager, or designee, to execute the Agreement on behalf of the City of El Cajon, with such changes as may be approved by the City Manager, or designee, and to take all actions and to execute all documents, attachments to the Agreement, and other documents necessary or appropriate to carry out the terms of the Agreement.

Section 4. The following City officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Investment Fund:

Graham Mitchell, City Manager
Clay Schoen, Director of Finance/City Treasurer
Victoria Danganan, Financial Operations Manager
Lori Bogan, Senior Management Analyst

Agency Address: City of El Cajon
200 Civic Center Way
El Cajon, CA 92020-3916

Agency Phone Number: (619) 441-1721



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Recreation
SUBJECT: Community Event in the Right-of-Way: HauntFest

RECOMMENDATION:

That the City Council approves the use of the public right-of-way for the 7th Annual Haunt Fest.

BACKGROUND:

To continue developing Downtown El Cajon as a major, regional outdoor event center, City staff in conjunction with Downtown El Cajon Business Partners, will coordinate the sixth annual HauntFest on Friday, October 19, 2018, from 5:00 p.m. to 10:00 p.m. HauntFest will feature live entertainment, a costume contest, a haunted car show, carnival rides, games, vendor booths and outdoor movies. Recreation Department staff will oversee kids' crafts and interactive games.

HauntFest is a family-friendly event, open to the public and is expected to draw over 35,000 attendees. Provisions for on-site trash, recycling, and portable restroom facilities have been made. Also, vendors and exhibit booth operators are required to retain liability insurance and a business license. A signed petition from a majority of the affected businesses and residents, to include reference to the hours of requested road closures, will be attained.

In accordance with El Cajon Municipal Code, Chapter 12.24, staff recommends that the City Council approve the use of the public right-of-way for the proposed event as it provides a venue for community participation and creates community awareness for the City, which is in the public interest. The event is not for the sole purpose of advertising products, goods or for private profit.

Approval for phased street closures, from Friday, October, 19, 2018, starting at 6:00 a.m. through Saturday, October 20, 2018, at 1:00 a.m. is requested. Closures include:

Friday, October 19, 2018

9:00 a.m. Westbound Main Street from Ballantyne Street to Claydelle Avenue

9:00 a.m. Sulzfeld Way (partial closure) and Alley at Prescott Promenade, east end of Rea Street

9:00 a.m. Sulzfeld Way, Arts Alley at east end

1:00 p.m. WD Hall Drive from Main Street to the east parking lot entrance

1:00 p.m. Main Street (both directions) from Magnolia Avenue to Ballantyne Street

1:00 p.m. Claydelle Avenue at extended Promenade Alley, and Promenade Parking Lot
4:00 p.m. Main Street from Sunshine Avenue to Magnolia Avenue

Saturday, October 20, 2018

1:00 a.m. Re-open all streets

Traffic management has been approved by the City's Traffic Engineer, which will be coordinated with Public Works staff and Police to ensure a safe and healthy event. The effective movement of vehicles and pedestrians in and around the event will be assisted by Police without compromising service to the broader community.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) according to Section 15061 (b)(3) the "General Rule," which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The temporary use of the City's right-of-way for a community event and the detouring of other modes of transportation within City streets will not have a significant effect on the environment.

FISCAL IMPACT:

Funding for HauntFest is included in the Community Services and Events Budget Activity Fiscal Year 2018-2019. Indirect staff costs for the event will be absorbed within the respective department budgets.

Prepared By: Frank Carson, Director of Recreation

Reviewed By:

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: Vacation of Sewer Easements at Parkway Plaza

RECOMMENDATION:

That the City Council:

1. Opens the Public Hearing and receives testimony;
2. Closes the Public Hearing; and
3. Adopts the next resolution in order to vacate the sewer easements at Parkway Plaza as a result of construction of the Johnson Avenue Sewer Relief Project - Phase II (JASRP-II).

BACKGROUND:

On August 14, 2018, the City Council approved a Resolution of Intention to Vacate Sewer Easements at Parkway Plaza. Said resolution was duly noticed, posted, and advertised on August 30, 2018, and September 6, 2018, as prescribed in the California Streets and Highways Code. The sewer easement is described and shown in the attached "Legal Description & Plat." Staff reviewed the proposed easement vacation and concluded that such action is consistent with the elements of the General Plan, which makes no provision for sewer facilities at the abandoned locations.

JASRP-II installed approximately one (1) mile of sewer pipeline along North Johnson Avenue from Fletcher Parkway to West Madison Avenue; West Madison Avenue to an alley on the east side of Johnson Avenue Elementary School; and from the alley to Compton Street. The new sewer pipeline alignment allows the City to abandon obsolete sewer facilities within Parkway Plaza constructed in the early 1960s.

In May of 2013, the City entered into agreements with Sears Roebuck and Parkway Plaza to implement JASRP-II. A stipulation of that agreement was to vacate the subject easements in exchange for the granting of new right-of-way in an alternate location to accommodate the new sewer construction. Both Parkway and Seritage (successor to Sears Roebuck) granted new easements to the City. The City is now obligated to vacate the old easements as part of the implementation agreement.

FISCAL IMPACT:

Minor expenses such as advertising, document recordation, and staff time are required to facilitate the process. Adequate funding is available in the current Fiscal Year 2018-19 Wastewater Enterprise Fund Activity 650900-9065.

Prepared By: Yazmin Arellano, Deputy Director of Public Works / City Engineer

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Resolution No. 078-18 Sewer Easement Vacation

Legal Description & Plat

Reso Ordering Vacation

AUG 16 2018

CITY OF EL CAJON
ENGINEERING DIVISIONRESOLUTION NO. 078-18RESOLUTION OF INTENTION TO
VACATE A SEWER EASEMENT LOCATED ALONG
THE WESTERN PARKING LOT OF PARKWAY PLAZA,
EAST OF JOHNSON AVENUE, AND TO SET A DATE
FOR A PUBLIC HEARING TO RECEIVE TESTIMONY
FOR THE INTENTION TO VACATE

WHEREAS, in 2017, the City of El Cajon (the "City") replaced approximately 1 mile of Fiberglass pipe from its main sewer line, and relocated the new main sewer line to run along and through North Johnson Avenue, starting from south of Fesler Street to Madison Ave; and

WHEREAS, a portion of its old sewer line that is located underneath the westernmost parking lot of Parkway Plaza, more fully described in Exhibit "A", attached hereto and made a part hereof by this reference, has been abandoned and is primarily vitrified clay Pipe ("VCP") and small segments of Polyvinyl chloride Pipe ("PVC"); and

WHEREAS, as a result of the abandoned sewer line, the City no longer has any reason to retain an existing sewer easement located in the western parking lot of Parkway Plaza, which has been relocated along North Johnson Avenue and requests the City Council approve vacating the sewer easement and adopt the Resolution of Intention and set a date for a public hearing to receive testimony; and

WHEREAS, the California Streets and Highways Code permits the vacation of a public easement under specific conditions; and

WHEREAS, sections 8320 through 8325 of the California Streets and Highways Code provide that the City Council may vacate a public easement following the procedures outlined in the Code; and

WHEREAS, the City Council chooses to set September 11, 2018 at 3:00 p.m. as the date and time to hear testimony from the public as to the vacation of the public road easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The City Council of El Cajon does hereby find that said sewer easement described in Exhibit "A" is no longer needed for its intended purpose.
2. The City Council hereby sets the date of September 11, 2018 at 3:00 p.m., or such time thereafter as may be necessary, to hold a public hearing to consider the easement vacation.

PASSED AND ADOPTED by the City Council of the City of El Cajon, California at a Regular Joint City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Meeting held this 14th day of August 2018, by the following vote to wit:

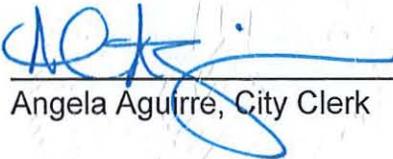
AYES	:	Goble, Kendrick, McClellan, Wells
NOES	:	None
ABSENT	:	Kalasho
DISQUALIFY:		None

BILL WELLS
Mayor of the City of El Cajon

ATTEST:

ANGELA AGUIRRE
City Clerk

I hereby certify that the above and foregoing is a full and true copy of Resolution No. 078-18 of the Resolutions of the City of El Cajon, California, as adopted by the City Council at the Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency on the 14th day of August 2018.



Angela Aguirre, City Clerk

08/14/18 CC Agenda

Vacate Sewer Easement at Parkway Plaza - Reso of Intent 073018

EXHIBIT A
LEGAL DESCRIPTION
VACATION OF PUBLIC SERVICE EASEMENT

PARCEL A

All that portion of easement granted to the City of El Cajon on February 6, 1970 filed in the office of County Recorder of San Diego County as Page 22543, Book 1970, O.R., more particularly described as follows:

A strip of land of 10.00 feet in width, said strip of land lying 5.00 feet each side of the following described center line and whose side lines shall be lengthened or foreshortened to meet intersecting side lines at center line intersections as follows:

- 1) Commencing at Station 158+53.22, said station being the intersection of Fletcher Parkway and Johnson Avenue, as shown on Road Survey No. 1271 on file in the Office of the Recorder of said County;
- 2) Thence South 89°52'13" East along the center line of said Road Survey No. 1271 a distance of 383.94 feet to an angle point;
- 3) Thence leaving said center line South 00°07'47" West a distance of 444.00 feet to a point, said point hereinafter referred to as Point "S-1";
- 4) Thence North 10°59'00" East to the point of intersection with the South line of the 160 foot wide right-of-way of said Road Survey No. 1271, said point of intersection also being the TRUE POINT OF BEGINNING (TPOB);
- 5) Thence South 10°59'00" West to said Point "S-1";
- 6) Thence South 00°07'47" West a distance of 858.00 feet to a point, said point hereinafter referred to as Point "S-2";
- 7) Thence South 89°52'13" East a distance of 629 feet, more or less, to the point of intersection with the Westerly line of a 10 foot wide easement granted to the City of El Cajon in deed recorded March 24, 1952 in Book 4413, page 124 of Official Records, said intersection being the POINT OF TERMINATION (POT) of herein described Parcel A.

PARCEL B

All that portion of an easement granted to the City of El Cajon October 8, 1993 as Doc. No. 1993-0670578 filed in the office of the County Recorder of San Diego County, O.R., more particularly described as follows:

That portion of Parcel 4 of Parcel Map 15805, recorded September 21, 1989 in the County of San Diego, State of California, described as the centerline of a 12.00' wide sewer easement lying 6.00 feet on each side of the following described center line whose side lines shall be lengthened or foreshortened to meet intersecting side lines at center line intersections as follows:

- 1) Beginning at said Point "S-2" of Said Parcel A,
- 2) Thence easterly along the centerline of Said Parcel A North 89°52'13" East 281.90' to the TPOB of Parcel B;

- 3) Thence leaving the centerline of said Parcel A, South 25°02'30" East (Rec. S 24°57'30" E) 142.48';
- 4) Thence North 89°57'30" East 293.75' more or less to a point on the centerline of a 10' wide sewer easement in favor of the City of El Cajon recorded March 24, 1952 in Book 4413, Page 124, said point also being the POT.

PARCEL C

All that portion of an easement granted to the City of El Cajon May 31, 1990, as Doc. No. 90-295983 filed in the office of the County Recorder of San Diego County, O.R., more particularly described as follows:

That portion of Parcel 4 of Parcel Map 15805, recorded September 21, 1989 in the County of San Diego, State of California, described as the centerline of a 12.00' wide sewer easement lying 6.00 feet on each side of the following described center line whose side lines shall be lengthened or foreshortened to meet intersecting side lines at center line intersections as follows:

- 1) Beginning at Point "S-2" of Said Parcel A,
- 2) Thence North 89°57'30" East 281.68 Feet along said centerline to the TPOB;
- 3) Thence South 25°02'30" East, 142.52 Feet;
- 4) Thence North 89°57'30" East, 288.73.Feet more or less to the Westerly line of a 10.00 foot easement to the City of El Cajon in deed recorded March 24, 1952, in Book 4413, Page 124 of Official Records, said point being the POT.

PARCEL D

That portion real property granted to the City of El Cajon County of San Diego, State of California, recorded on March 24, 1952 as Doc. No. 36691, Book 4413, Page 124 of O.R., described as follows:

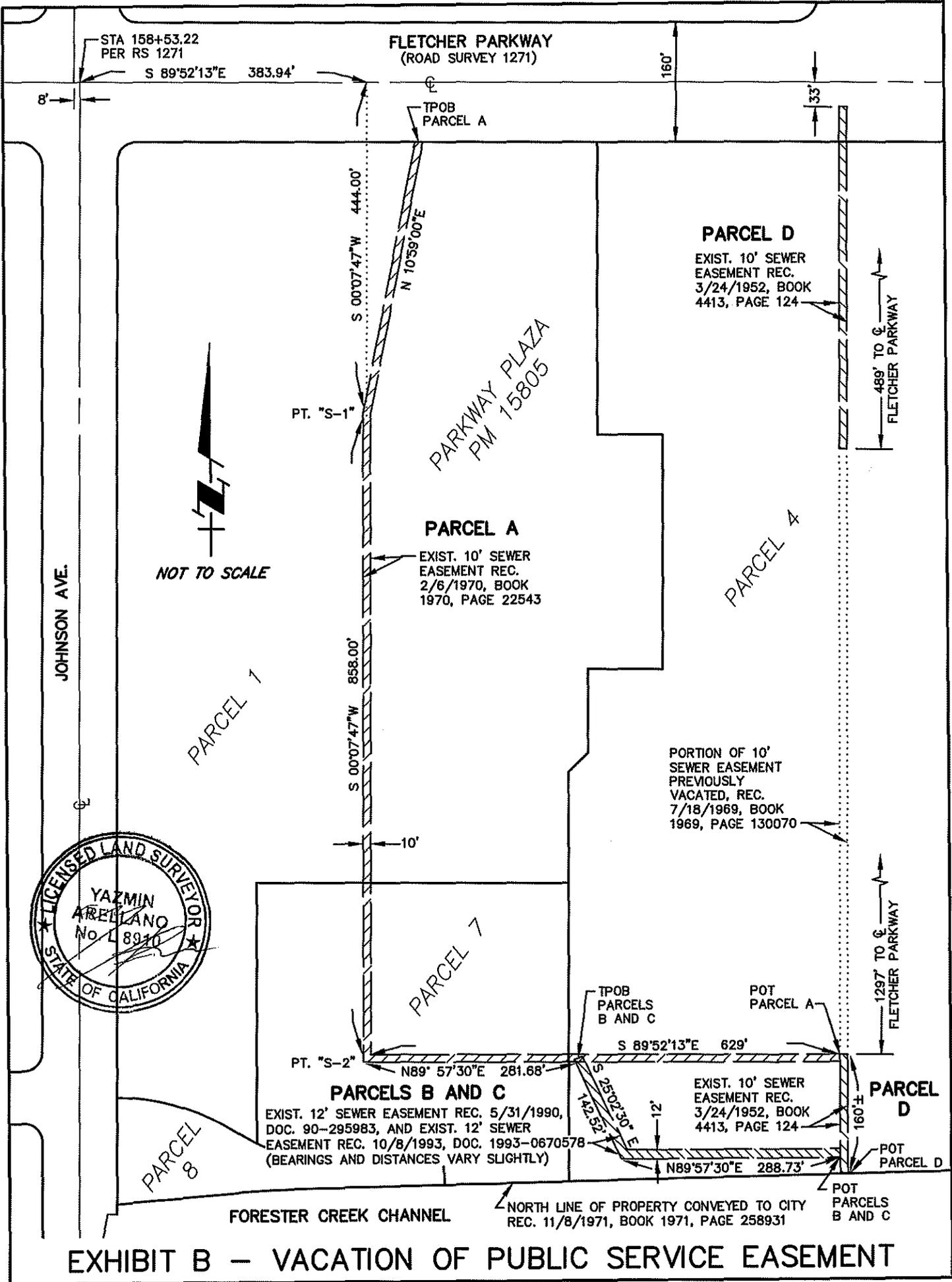
The Westerly 10 feet of the following described parcel of land: All those portions of Tracts "K" and "L" of Rancho El Cajon, in the City of El Cajon, County of San Diego, State of California, according to partition map thereof on file in the office of the County Clerk of San Diego County in the case of Lankershim et al vs. A. M. Crane, et al, described as follows:

- 1) Commencing at the Southeast corner of Section Three, Township Sixteen South, Range One West, San Bernardino Meridian;
- 2) Thence South 10.43 chains; thence West 25 chains to a point 15 chains East of the West line of said Tract "L";
- 3) Thence North on a line parallel with and 15 chains East of the West line of said Tract "L" 2668.18 feet, more or less to a point in the North line of said Tract "L";
- 4) Thence East along the North line of said Tracts "L" and "K", 1653.92 feet, more or less to intersection with the East line of said Section Three, Township Sixteen South, Range One West, San Bernardino Meridian;

- 5) Thence South along said East line, 1979. 8 feet, more or less, to the point of commencement. EXCEPTING therefrom the North 33 feet thereof.

- 6) Also, excepting therefrom all the that portion of said Parcel D lying south of the North line of all that real property conveyed to the City of El Cajon by Grant Deed recorded on November 8, 1971 as Book 1971, Page 258931 filed in the office of the County Recorder of San Diego County, State of California, Official Records.





NOT TO SCALE

EXHIBIT B - VACATION OF PUBLIC SERVICE EASEMENT

RESOLUTION NO. ___-18

RESOLUTION ORDERING VACATION OF
A SEWER EASEMENT LOCATED ALONG
THE WESTERN PARKING LOT OF
PARKWAY PLAZA, EAST OF JOHNSON AVENUE

WHEREAS, by Resolution No. 078-18, adopted on the 14th day August, 2018, the City Council did declare its intention to order the vacation of an existing sewer easement located in the western parking lot of Parkway Plaza, east of Johnson Avenue, pursuant to and under the provisions of the Public Street, Highways, and Service Easements Vacation Law, section 8300 *et seq.* of the Streets and Highways Code of the State of California (the "Vacation Law"); and

WHEREAS, after providing the necessary notice and conducting a public hearing all as required by law, and after receiving all testimony, both oral and written, the City Council believes it to be in the best interests of the City to order the vacation of said sewer easement; and

WHEREAS, after a duly held public hearing on September 11, 2018, the City Council hereby finds that it is no longer necessary to retain the existing sewer easement herein described in Exhibits "A" and "B."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The City Council does hereby order the vacation of that certain existing sewer easement located along the western parking lot of Parkway Plaza, east of Johnson Avenue, which is more fully described in Exhibits "A" and "B," attached hereto and made a part hereof by this reference, pursuant to and under the provisions of the Vacation Law.
2. These proceedings are deemed to be an alignment of an easement of a minor nature under the provisions of California Government Code section 65402.
3. From and after the date this Resolution is recorded, said portion of sewer easement herein vacated shall no longer constitute a sewer easement.
4. The City Clerk is hereby directed to cause a certified copy of this Resolution to be recorded in the office of the County Recorder of San Diego County, California.

09/11/18 CC Agenda

Vacate Sewer Easement at Parkway Plaza - Reso ordering Vacation 082118

EXHIBIT A
LEGAL DESCRIPTION
VACATION OF PUBLIC SERVICE EASEMENT

PARCEL A

All that portion of easement granted to the City of El Cajon on February 6, 1970 filed in the office of County Recorder of San Diego County as Page 22543, Book 1970, O.R., more particularly described as follows:

A strip of land of 10.00 feet in width, said strip of land lying 5.00 feet each side of the following described center line and whose side lines shall be lengthened or foreshortened to meet intersecting side lines at center line intersections as follows:

- 1) Commencing at Station 158+53.22, said station being the intersection of Fletcher Parkway and Johnson Avenue, as shown on Road Survey No. 1271 on file in the Office of the Recorder of said County;
- 2) Thence South 89°52'13" East along the center line of said Road Survey No. 1271 a distance of 383.94 feet to an angle point;
- 3) Thence leaving said center line South 00°07'47" West a distance of 444.00 feet to a point, said point hereinafter referred to as Point "S-1";
- 4) Thence North 10°59'00" East to the point of intersection with the South line of the 160 foot wide right-of-way of said Road Survey No. 1271, said point of intersection also being the TRUE POINT OF BEGINNING (TPOB);
- 5) Thence South 10°59'00" West to said Point "S-1";
- 6) Thence South 00°07'47" West a distance of 858.00 feet to a point, said point hereinafter referred to as Point "S-2";
- 7) Thence South 89°52'13" East a distance of 629 feet, more or less, to the point of intersection with the Westerly line of a 10 foot wide easement granted to the City of El Cajon in deed recorded March 24, 1952 in Book 4413, page 124 of Official Records, said intersection being the POINT OF TERMINATION (POT) of herein described Parcel A.

PARCEL B

All that portion of an easement granted to the City of El Cajon October 8, 1993 as Doc. No. 1993-0670578 filed in the office of the County Recorder of San Diego County, O.R., more particularly described as follows:

That portion of Parcel 4 of Parcel Map 15805, recorded September 21, 1989 in the County of San Diego, State of California, described as the centerline of a 12.00' wide sewer easement lying 6.00 feet on each side of the following described center line whose side lines shall be lengthened or foreshortened to meet intersecting side lines at center line intersections as follows:

- 1) Beginning at said Point "S-2" of Said Parcel A,
- 2) Thence easterly along the centerline of Said Parcel A North 89°52'13" East 281.90' to the TPOB of Parcel B;

- 3) Thence leaving the centerline of said Parcel A, South 25°02'30" East (Rec. S 24°57'30" E) 142.48';
- 4) Thence North 89°57'30" East 293.75' more or less to a point on the centerline of a 10' wide sewer easement in favor of the City of El Cajon recorded March 24, 1952 in Book 4413, Page 124, said point also being the POT.

PARCEL C

All that portion of an easement granted to the City of El Cajon May 31, 1990, as Doc. No. 90-295983 filed in the office of the County Recorder of San Diego County, O.R., more particularly described as follows:

That portion of Parcel 4 of Parcel Map 15805, recorded September 21, 1989 in the County of San Diego, State of California, described as the centerline of a 12.00' wide sewer easement lying 6.00 feet on each side of the following described center line whose side lines shall be lengthened or foreshortened to meet intersecting side lines at center line intersections as follows:

- 1) Beginning at Point "S-2" of Said Parcel A,
- 2) Thence North 89°57'30" East 281.68 Feet along said centerline to the TPOB;
- 3) Thence South 25°02'30" East, 142.52 Feet;
- 4) Thence North 89°57'30" East, 288.73.Feet more or less to the Westerly line of a 10.00 foot easement to the City of El Cajon in deed recorded March 24, 1952, in Book 4413, Page 124 of Official Records, said point being the POT.

PARCEL D

That portion real property granted to the City of El Cajon County of San Diego, State of California, recorded on March 24, 1952 as Doc. No. 36691, Book 4413, Page 124 of O.R., described as follows:

The Westerly 10 feet of the following described parcel of land: All those portions of Tracts "K" and "L" of Rancho El Cajon, in the City of El Cajon, County of San Diego, State of California, according to partition map thereof on file in the office of the County Clerk of San Diego County in the case of Lankershim et al vs. A. M. Crane, et al, described as follows:

- 1) Commencing at the Southeast corner of Section Three, Township Sixteen South, Range One West, San Bernardino Meridian;
- 2) Thence South 10.43 chains; thence West 25 chains to a point 15 chains East of the West line of said Tract "L";
- 3) Thence North on a line parallel with and 15 chains East of the West line of said Tract "L" 2668.18 feet, more or less to a point in the North line of said Tract "L";
- 4) Thence East along the North line of said Tracts "L" and "K", 1653.92 feet, more or less to intersection with the East line of said Section Three, Township Sixteen South, Range One West, San Bernardino Meridian;

- 5) Thence South along said East line, 1979. 8 feet, more or less, to the point of commencement. EXCEPTING therefrom the North 33 feet thereof.

- 6) Also, excepting therefrom all the that portion of said Parcel D lying south of the North line of all that real property conveyed to the City of El Cajon by Grant Deed recorded on November 8, 1971 as Book 1971, Page 258931 filed in the office of the County Recorder of San Diego County, State of California, Official Records.



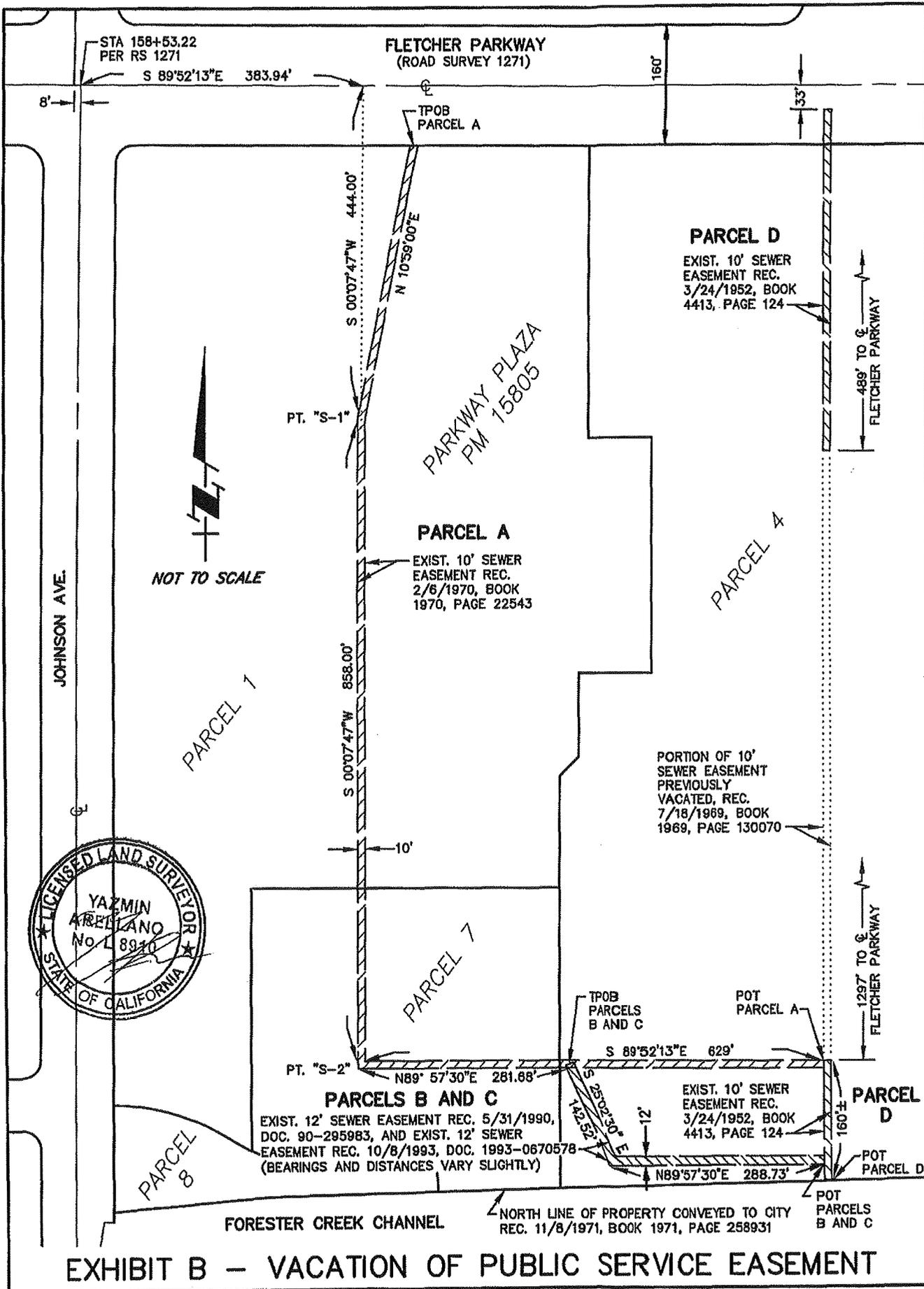


EXHIBIT B - VACATION OF PUBLIC SERVICE EASEMENT



City Council Agenda Report

Agenda Item 18.

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Morgan Foley, City Attorney
SUBJECT: Appeal - Administrative Hearing - 1416 Holdings, Inc. - Denial of Special Operation License for Police Department Tow Rotation List

RECOMMENDATION:

That the City Council conducts the Administrative Hearing; reviews documents submitted; receives testimony from witnesses who have been identified on each party's list; and determines whether the denial of the special operation license application submitted by 1416 Holdings, Inc. (Alicia Lopez) to be added to the El Cajon Police Department ("ECPD") tow rotation list should be upheld or reversed.

BACKGROUND:

On May 15, 2018, Alicia Lopez, owner of 1416 Holdings, Inc., doing business both as East County Towing and Recovery and Pioneer Auto Wreckers, submitted an Application for Special Operation License for one of the businesses, East County Towing and Recovery, to be included on the ECPD tow rotation list. Both East County Towing and Recovery and Pioneer Auto Wreckers share the property located at 1416 Pioneer Way; however, Pioneer Auto Wreckers was not the business seeking the Special Operation License to be added to the ECPD tow list.

To qualify to be included on the ECPD tow rotation list, the business owner and tow truck drivers must pass a background check conducted by the ECPD and the ECPD Traffic Division. Two of the provisions of Resolution No. 161-00 (copy attached) required to be met in order for a tow company to be eligible for inclusion on the authorized list of tow companies from which the ECPD will select its towing companies are:

- Section 2(C)(5), which states that a tow company must demonstrate trustworthiness and capacity to deal fairly and effectively with the City of El Cajon (the "City") and the public; and
- Section 2(A), which states that all tow companies on the tow rotation list shall strictly conform in all aspects to local, state and federal law(s).

After thorough review by City staff, on July 31, 2018, a letter was mailed to East County Towing and Recovery, Attention Alicia Lopez, denying the application for a Special Operation License. The denial for Special Operation License was based on the recommendations from the ECPD and Community Development Department that the applicant should not be added to the ECPD tow list. Although the basis of the denial was not given to the applicant, the reasons were based on the ECPD's investigation. The letter also provided information regarding the appeals

process outlined in El Cajon Municipal Code Section 1.36.020.

On August 9, 2018, Ms. Lopez, through her attorney, Pedro S. Bonilla, delivered an appeal request to the City Clerk's office, appealing the denial of the special operation license. The City Clerk set an Administrative Hearing before the City Council for today's meeting to consider whether to affirm or reverse the City Manager's decision to deny the special operation license.

This type of proceeding is known as an Administrative Hearing. Section 1.36.080 provides that the presenting officer and the party involved are required to file with the City Clerk a list of all witnesses to be presented at the hearing, and ten copies of each document the party intends to offer into evidence. The witness lists of the City's representative and the business owner are attached to this Agenda Report; the documents intended to be offered into evidence by both sides are likewise included with this report, in separate envelopes.

Only a party, the presenting officer, or a person whose name appears on a filed witness list may present oral evidence at the hearing. All oral testimony must be taken either under oath or affirmation. The City Attorney will swear in all witnesses at the time of the hearing.

The procedure to be followed will be explained by the City Attorney at the time of the hearing. In general, the City Council will first receive testimony and evidence from City representatives and witnesses, as the City bears the burden of proving grounds for the action taken to deny the special operation license. Ms. Alicia Lopez, or her representative, is then allowed to present her evidence and witnesses in support of her position. Each party will then be allowed the right to present evidence in explanation or rebuttal. Each party may question the other party, or its witnesses, generally to be conducted through the Mayor, although the Mayor may allow the question to be presented directly.

The hearing is not conducted according to the technical rules of evidence and any relevant evidence, including hearsay, shall be allowed and admitted. The City Council will give the evidence the weight it deserves.

Upon the conclusion of the submission of evidence, only the presenting officer of the City and an authorized representative of the business owner may present arguments to support their respective positions. Thereafter, applying laws, ordinances, rules and regulations to the evidence presented, including Resolution No. 161-00, the City Council shall make an adjudicatory decision regarding the rights, duties and entitlements of 1416 Holdings, Inc. The decision may direct that certain action be taken as deemed necessary by the City Council. Such deliberations and discussions will be conducted in the public meeting.

Attachments

Resolution 161-00

Witness List

RESOLUTION REGULATING POLICE INITIATED
VEHICLE TOWING AND STORAGE WITHIN
THE CITY OF EL CAJON, AND RESCINDING
RESOLUTION NO. 16-72 AND RESOLUTION NO. 67-97.

WHEREAS, the El Cajon Police Department (the "ECPD") enforces state and local laws pertaining to the operation of motor vehicles within the City of El Cajon; and

WHEREAS, during the course of enforcing such laws the ECPD often has need to remove vehicles from traffic circulation pursuant to state or local laws; and

WHEREAS, by Resolution No. 16-72, the El Cajon City Council established basic regulations for the operation of ECPD-initiated vehicle towing services within the City of El Cajon; and

WHEREAS, by Resolution No. 67-97, adopted on May 27, 1997, the City Council amended Resolution 16-72 to incorporate certain changes to said ECPD-initiated towing services, and

WHEREAS, the City Council wishes to adopt new regulations for the operation of ECPD-initiated towing services including certain tow company eligibility requirements; and rescind Resolution 16-72 and Resolution 67-97;

NOW, THEREFORE, THE EL CAJON CITY COUNCIL RESOLVES AS FOLLOWS:

1. Authority

A. Whenever the ECPD requires vehicles or debris to be removed from traffic circulation within the City of El Cajon pursuant to state or local law including, without limitation, El Cajon Municipal Code ("ECMC") Chapter 1.16, ECMC section 10.28.060, or section 15.16.050, it shall use the vehicle towing and storage guidelines established by this Resolution.

B. ECPD shall maintain an authorized list of tow companies (the "Tow List") from which it will select towing companies to perform vehicle towing and debris removal services pursuant to this Resolution.

2. Eligibility

A. All towing companies on the Tow List shall strictly conform in all respects to federal, state, and local law including, without limitation, this Resolution.

B. No person, company, partnership, corporation, or other entity, having a financial or operational interest in any towing company on the Tow List, may have any financial or operational interest in any other towing company included on the Tow List.

C. Prior to being included on the Tow List, a towing company must:

- (1) Obtain a valid business license pursuant to ECMC sections 5.04.010 □ 5.04.350;
- (2) Obtain a valid special operations license pursuant to ECMC sections 5.16.010 □ 5.16.140;
- (3) Have both its business office and a storage lot (sufficient to accommodate all ECPD initiated towed vehicles from within the City) located within the City of El Cajon;
- (4) Have the following equipment:
 - (a) At least two trucks, at least one of which must have twin booms, of a minimum one-ton capacity specifically designed for towing;

(CONTINUED ON PAGE 2)

- b) All tow trucks must be equipped in conformance with the California Vehicle Code and have an operational fire extinguisher;
- (c) All tow trucks must be equipped with the necessary tools of the trade to accomplish all tasks normally assigned by the ECPD; and
- (5) Have demonstrated trustworthiness, financial resources, service experience, completion ability, personnel, and a demonstrated capacity to deal fairly and effectively with the City of El Cajon and public.

3. Minimum Business and Storage Requirements

A. Storage

The business and storage lot must be a reasonable distance from public transportation and must have adequate storage space either under cover or well fenced. Stored vehicles, and contents, must be reasonably safe from theft and vandalism.

B. Business

- (1) Hours: Each tow company shall have an employee on duty for towing and the release of vehicles to the public, between 8:00 a.m. and 5:00 p.m. at least six (6) days per week.
- (2) Insurance: Each tow company must have adequate public liability and property damage insurance conforming, without limitation, with ECMC section 5.68.050 and the City Council Policy in force at all times and filed with the City Clerk's Office.
- (3) Hold Harmless Agreement: Each tow company shall enter into an agreement to hold the City, its elected and appointed officials, officers, employees and agents harmless from any liability incurred as a result of the ECPD requesting towing and storage services.
- (4) Records: Each tow company must maintain complete records for all ECPD requested towing and storage transactions. These records shall include license and vehicle identification numbers, time and date of tow or impound, location from where vehicle was towed, and any other records deemed necessary by the ECPD.
- (5) Invoices: All invoices for towing and storage shall be itemized indicating minimum charges, plus any additional charges as specified in the rate schedule.
- (6) Charges: Tow companies shall base their charges according to the rate schedule adopted by City Council resolution. This schedule shall be reviewed by City Council at least once every two (2) years.

4. Dispatching

- A. All requests for ECPD initiated impounds, and removal of traffic hazards, shall be made through the ECPD Communications Center.
- B. Requests for towing services shall be made on a rotating basis from firms on the Tow List.
- C. When it is reasonably evident that there will be a delay in responding to an ECPD request for towing service, the tow company concerned shall immediately advise the ECPD Communications Center of such delay.
- D. In the event a firm selected from the Tow List is unable to respond within a reasonable period of time, the next firm on the Tow List will be selected. The firm not able to respond will revert to the bottom of the eligible Tow List.
- E. Towing units will generally be dispatched from the place of business, or a reasonable distance from the place of business.

(CONTINUED ON PAGE 3)

5. General Provisions

A. Removing hazards: After being dispatched by the ECPD, the tow truck operator will cooperate with Peace Officers at the scene to remove hazards and illegally parked vehicles from streets, and in impounding vehicles as requested. The Peace Officer at the scene shall determine whether a vehicle should be impounded or moved, and the tow truck operator shall abide by this decision.

B. Supervision checks: All tow companies' records, equipment, and storage facilities are subject to periodic checks by the City of El Cajon.

C. Fee: There shall be no fee for being placed on the approved Tow List other than the investigation fee provided for in ECMC Chapter 5.16.

D. Independent Contractor: Every tow company on the Tow List, its employees and agents, are independent contractors and not City's agents. Any provision of this Resolution that may appear to give City or the ECPD the right to direct tow truck operators as to the details of doing the work or to exercise a measure of control over the work means that these tow companies shall follow the direction of the City and/or the ECPD as to end results of the work only.

6. Removal or Suspension from Tow List; Reinstatement

A. The requirements and guidelines established by this Resolution do not impart property rights or an expectation of continued inclusion upon the Tow List by any tow company. Any tow company on the ECPD Tow List may be removed or suspended, without notice, under the following circumstances:

- 1) Consistent and repeated failure to respond to ECPD requests for towing services within twenty (20) minutes of receiving such request;
- (2) Failure to abide by any provision of this Resolution; or
- (3) Failure to abide by any requirement of federal, state, or local law.

B. A tow company removed from the Tow List may, with reason satisfactory to the ECPD, apply to the ECPD to be reinstated. The ECPD may, but is not required to, reinstate that towing company on the Tow List.

7. The City Clerk is hereby directed to provide a copy of this Resolution to all City authorized towing and storage operators.

8. This Resolution supersedes Resolution No. 16-72, and Resolution No. 67-97, and said Resolution 16-72 and Resolution 67-97 are hereby rescinded.

(CONTINUED ON PAGE 4)

PASSED AND ADOPTED by the City Council of the City of El Cajon, California at a regular Joint City Council/Redevelopment Agency Meeting held this 10th day of October, 2000, by the following vote to wit:

AYES	:	McClellan, Ramos, Santos, Keegan, Lewis
NOES	:	None
ABSENT	:	None
DISQUALIFY	:	None

MARK LEWIS
Mayor of the City of El Cajon

ATTEST:

MARILYNN LINN, CMC
City Clerk

I hereby certify that the above and foregoing is a full and true copy of Resolution No. 161-00 of the Resolutions of the City of El Cajon, California, as adopted by the City Council at the Joint Meeting of the City Council/Redevelopment Agency on the 10th day of October, 2000.

Marilynn Linn, CMC, City Clerk

WITNESS LIST

For the Appellant

RE: Administrative Hearing – Appeal: East County and Recovery

- **Alicia Lopez, Applicant**
- **Pedro S. Bonilla, Esq., Applicant's Legal Representative**

WITNESS LIST

City of El Cajon

- **Lieutenant Steve Kirk, Presenting Officer**
- **Captain Rob Ransweiler**



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Dockless Bicycles

RECOMMENDATION:

That the City Council receives the report and considers providing direction to staff based on the recommendations of the report.

PROJECT DESCRIPTION:

On July 24, 2018, the City Council directed staff to investigate and present possible policy options to address the issue of dockless bikes and scooters.

Since the beginning of the year, the City has seen a rise in the number of dockless bikes found in the public right-of-way (ROW). This has raised concerns about their operational standards, maintenance and utilization, as well as the impacts on the City's residential neighborhoods and commercial districts.

This report seeks to inform the City Council about the City's existing conditions, provides a comparison of local and national cities experiencing the same issue, and presents best practices. Ultimately, staff seeks City Council direction on what actions, if any, should be taken regarding dockless bikes and scooters.

BACKGROUND:

In recent years, bike-sharing services, especially so-called free-floating ones, have seen a steep increase in popularity. There are now well over 2 million public-use bikes worldwide, with the number tripling between 2013 and 2016.

A bike sharing system is a service in which bikes are made available for shared use to individuals on a short term basis for a price or free. The dockless bikes system is one where a user can pick-up a bike at the location of their choice and drop it off at any location of their choice. Riders can easily locate, unlock, ride and pay for bikes, usually with the use of a smart phone app. Dockless bikes have the potential to enhance transit connections, reduce vehicle emissions and provide ridership information to help inform transit agencies/operators. However, these systems have proven to create challenges such as cluttered sidewalks and streets, blocked access, and bikes used by unauthorized persons. Local governments have been forced to deal with the impacts of this emerging enterprise.

DISCUSSION

The remainder of this staff report addressing existing conditions in the City, provides examples of how other local governments are reacting to dockless bikes, and presents an analysis of several policy options for City Council consideration.

Existing Conditions

The City's Police Department, Code Compliance, and Public Works staff have been responding to issues caused by dockless bikes. The Police Department reports that they mostly encounter transients in possession of bikes which have had the security mechanism disabled, rendering them unusable to the companies. The Police have impounded these bikes. However, after contacting the bike share companies, staff has discovered that many of the companies are not interested in recovering their bikes. Without a party willing to claim the property, the Police Department cannot consider these bikes as stolen.

Code Compliance staff take a proactive approach in responding to dockless bikes. To date, no complaints have been received regarding bikes obstructing the public ROW. However, as staff observes bikes in the ROW, the bike company is contacted to remove them. LimeBike responds within 24 to 48 hours. However, Ofo does not have been responsive lately and has not collected their bikes. This appears to be a corporate decision because other cities are experiencing the same.

The Public Works Department receives an average of six calls per week of bikes in front of residences, blocking a sidewalk, or obstructing an accessible ramp. Public Works staff has responded to calls for service by removing or relocating the bike to a more appropriate location so that the ROW is not obstructed.

Thus far, the City has not collected fees and has not had a bike picked up after being impounded. Given the existing condition, staff suggests that there is a need to devise a uniform enforcement approach.

Comparison of Strategies

To understand how other cities have addressed dockless bikes, staff surveyed local cities and researched regulatory models from around the nation. Staff also reached out to the San Diego Bike Coalition to understand its perspective on dockless bikes.

Local Perspective

Staff surveyed cities in San Diego County and prepared a summary of how each city is addressing dockless bikes (attached). Several examples of the survey include:

- Lemon Grove and La Mesa are currently considering policies to address the matter.
- Santee is revising its municipal code that defines "dockless vehicles," and addresses what constitutes permissible use of them within the city.
- Imperial Beach entered into a formal agreement with LimeBike and permits the company to operate within the city under established guidelines.
- Coronado impounds bikes if not retrieved by the company within two hours of notification. Companies must pay a \$45 impound fee as well as a \$1/day storage fee. LimeBike has responded by specifically warning users through the phone application to not enter Coronado.

National Perspective

Staff researched how other metropolitan areas have addressed dockless bike systems and found several models from around the nation. Dallas, after an initial trial period which resulted in an oversaturated market with scores of unused bikes, has imposed an \$808 registration fee on companies and a \$21 per-bike user fee. To date, two companies have withdrawn from the Dallas market.

Chicago is conducting a “lock-to” pilot program which caps the number of bikes a company can have in the city as “dockless.” If the company opts-in to mandating that users lock the bicycles to a fixed object (as defined by the city), they may have a significantly greater number of bikes in the city.

In Seattle, companies have two hours to correct reported issues such as improperly-parked bicycles that do not adhere to a six-foot buffer regulation around the parked bike so pedestrians may pass. Bikes not corrected are picked up by the city and the company is fined. Complaints are reported through a 24-hour customer service contact line (located on the City website). Additionally, Seattle collects real-time data on bikes including parking behavior, location trends and other pertinent information.

Recently, a Shared Use Mobility study occurred in which 26 agencies including Austin, Boston, Chicago, Los Angeles, District of Columbia, San Francisco and Seattle were studied. Two key findings of this comprehensive study included: 1) shared-use modes will continue to grow significantly, and 2) public entities must engage in order to ensure potential benefits are realized.

Advocacy Viewpoint

City staff conducted informational interviews with bike advocates, including the San Diego Bike Coalition (“Bike Coalition”). A Bike Coalition representative spoke at a recent City Council meeting regarding dockless bikes and advocated for a proactive policy that seeks to allow bikes and scooters. Several specific recommendations from the Bike Coalition include having companies provide credits or incentives for properly parked bikes and implementing a geo-fence (a virtual perimeter shown on a company phone application) to ensure bikes are parked correctly. The Bike Coalition's complete recommendation is attached to this report.

Policy Options

Staff presents several broad policy options for City Council consideration.

First, the City Council could take no direction and allow the market to stabilize and staff could watch how other cities are reacting to market shifts. Staff does not recommend this option because of the impact that dockless bikes are having on the community.

Second, the City Council could direct staff to develop a pilot program for a defined period of time in which the City would regulate bike sharing companies. The pilot program could include the City entering into short-term agreements with bike companies. The agreements would limit the number of bikes allowed in the City, could establish usage rules, and define penalties for violation of the agreement. In this program, the City could establish fines for non-participating bike companies that allow bikes in the City. This pilot program would rely on the use of recently obtained active transportation grants to further study the impact of the program and pay for bike

racks and other physical improvements (such as bike corrals).

Third, the City Council could direct staff to create a regulatory policy that fines bike sharing companies for allowing bikes in the City. This policy would heavily regulate bike sharing companies and dictate regulation through a fine program. Staff is concerned that this approach may limit bike sharing from responsible companies and result in the collection of bikes from companies that do not wish to claim them.

Staff recommends that the City Council discuss the findings of this report and provide direction on one of the three options or an alternative option.

Prepared By: Lorena Cordova, Associate Planner

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

Attachments

Comparison of Local Cities

SD Bike Coalition Recommendation

County Region	Local Agency	Pilot Program in Place?	Existing Conditions	Response by Companies	Current Plan of Action
East County	Lemon Grove	No	<i>Minimal presence in the city</i>	n/a	Currently researching strategies
	La Mesa	No	Public works picks up the bikes as they see them and take them to the PW yard. They give the companies 3 days to pick up their bikes, but they do not have any fine if they do not come.	After contacting Ofo about their bikes in storage, they eventually came and picked up their bikes.	No current plans
	Santee	No	They are picked up if they see them as they are classified as an obstruction to the ROW	n/a	In process of updating traffic code to add a section that defines "Dockless Vehicles"
South County	Coronado	No	Impounds bikes that are not picked up by companies withing 2 hours. Charges a \$45 impound fee and \$1/day storage fee.	Companies are picking up their bikes. Limebike specifically warns users to NOT enter Coronado.	No further action
	Imperial Beach	Yes	Has a pilot program specifically with LimeBike and is very successful. Users predominatly go to-and-from bus stops, solving the "first- and last-mile" dilemma in transit. Their agreement with LimeBike addresses complaints and abandoned bikes.	LimeBike is the only company operating within the city. Stray bikes from other companies randomly appear, but the city is not taking any action because there are not many.	Is continuing their agreement with LimeBike into the future
	Chula Vista	Considering	No large issue	n/a	City is planning to do a 6-12 month pilot program that will similarly model Seattle and Portland's bike and scooter approach
	National City	Unknown	Unknown	Unknown	Unknown

County Region	Local Agency	Pilot Program in Place?	Existing Conditions	Response by Companies	Current Plan of Action
North Coastal	Del Mar	Late 2018	Only about 15-20 bikes have appeared, mostly by Ofo. Since they have withdrawn from the San Diego market, they are not picking up the bikes that are in storage. They are considering donating these bikes.	See North county Coastal Cities	See North county Coastal Cities
	North County Coastal Cities: Del Mar, Solana Beach, Encinitas, Carlsbad & Oceanside	Late 2018 - Early 2019	Currently, only a handful of bikes have appeared in their city and they call the company to come pick them up. There have not been many complaints	6 companies provided proposals and they will collectively select 1 company	Encinitas is taking the lead of a multi-city approach including all North County coastal cities. They will select one vendor but each agency will have autonomy to tailor the provisions to their city's needs. Implementation is expected late this year or early 2019.
North Inland	Poway	No	Has not had dockless bikes appear in their city	n/a	No current plans
	Escondido	No	Only a handful of bikes have appeared, but it is not an issue	Has been approached before they got really big and they do not have any problem	No plans to enter into any agreement
	San Marcos	No	No bicycles in the city	Ofo has entered into an agreement with CSUSM and expects that they may surface in the city soon	No plans at this time but will reevaluate if it arises due to CSUSM
	Vista	Unknown	Unknown	Unknown	Unknown
County	County of SD	No	No issues	n/a	No current plans



San Diego County Bicycle Coalition

Po Box 34544
San Diego, CA 92163
Tel: 858-487-6063
sdbikecoalition.org

8/21/18

To: Lorena Cordova and the City of El Cajon
CC: Ryan Villegas
From: San Diego County Bicycle Coalition
Subject: **Dockless Bike Share Best Practices**

Dear City of El Cajon,

The San Diego County Bicycle Coalition's mission is to advocate for and protect the rights of all people who ride bicycles.

NACTO provides a great resource of guidelines for shared active transportation. These guidelines identify incentive-based permitting mechanisms that cities are using to encourage companies to provide service that meet their mobility and equity goals. The NACTO document listed under sources at the end of this letter provides guidance for cities and public entities as they look to manage and regulate Shared Active Transportation Companies that are not otherwise managed through competitive procurement processes or contracts. For example, in St. Louis, companies can only expand past 2,500 bikes if they develop and implement a social equity plan and meet other ridership requirements. In regard to dock less bike share we recommend following the NACTO best practices mentioned above. In addition, see below for the best practices in Chicago, IL that can be useful as they have adopted a pilot program after learning from other cities.

According to the City of Chicago their best practices are below:

- Adopt a pilot project with a time limit to re-evaluate progress after 6 months.
- Utilize a permit application of \$250 plus \$50 per bike, limited to 250 bikes.
 - Service providers have more time to educate customers on compliance when bikes are added "in a controlled manner rather than everyone having to learn how to manage these bikes with 10,000 of them in the first couple weeks of being on the ground," Rowe said. That prevents not only littering, but also instant market over-saturation that can lead to resource under-utilization and potentially a swift drop-off in customer interest and ridership.
 - (Source: <https://www.smartcitiesdive.com/news/the-clutter-conundrum-how-dockless-bike-companies-are-combating-customers/518658/>)
- Use geo-fencing to ensure bikes are not unlocked or locked outside of "Pilot Area."
- Rebalance bikes daily.
- Have companies provide credits or incentives like discounts for properly parked bike share bikes in geo-fencing zones.

- Collaborate between private dock free bike share companies and the cities.
- Host one meeting per month with the Mayor’s Office for ADA compliance and for People with Disabilities to report on issues, complaints of public right of way obstructions, and sharing data.
- Hire local residents in the community that have been historically disadvantaged to be taught how to rebalance bikes or train them to be bike mechanics.
- Mandate the sharing of data.
- Provide contact information visibility on bike share with 24-7 customer support hotline in variety of languages.

In the Alta Planning and Design blog, “The misplaced dockless bikes can become an troublesome issue. To manage parking issues, cities and operators can institute incentives and disincentives as part of a regulatory framework. Several operators like MoBike and LimeBike give credit points for returning to bikes to a designated parking location.” There are many solutions to regulating and implementing dockless active transportation.

We recommend adopting a six month pilot project and re-accessing upon the completion of that project to further meet your unique community needs. Specific lock-to requirements to dedicated street space for Shared Active Transportation—and community engagement programs have helped in cities such as Austin, Texas and Chicago, Illinois. Other examples include minimum numbers of rides per bike per day before companies are permitted to expand, and distribution requirements that ensure that new mobility options equitably reach diverse communities in cities. There should be a mandated balance between scooters, e-bikes, and regular bikes as a transportation option. We are delighted to be a resource and informational source for this revolutionizing mobility option. The sources are listed below. Thank you.

Sources:

“NACTO Policy 2018 Guidelines for the Regulation and Management of Shared Active Transportation”: <https://nacto.org/wp-content/uploads/2018/07/NACTO-Shared-Active-Transportation-Guidelines.pdf>

Bordenkircher, Brandon and O’Neil, Riley. (2018, April). “Dockless Bike-Share Policy Experts Discuss the Pros and Cons of Chicago’s Rules.” Retrieved from: <https://chi.streetsblog.org/2018/04/30/dockless-bike-share-policy-experts-discuss-the-pros-and-cons-of-chicagos-rules/>

New Mobility Group. (2017, August). “The Dockless Bikeshare Revolution.” Retrieved from: <https://blog.altaplanning.com/the-dockless-bike-share-revolution-eb62698d81f8>

Sincerely,

Jennifer Hunt
 Advocacy Coordinator
Jennifer@sdbikecoalition.org



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Anthony Shute, Director of Community Development
SUBJECT: Release Balance of Civil Penalties Held in Abeyance for Valley Motel - 585 North Mollison Avenue

RECOMMENDATION:

That the City Council:

1. Releases \$44,993 in established civil penalties held in abeyance for the Valley Motel at 585 North Mollison Avenue, and
2. Directs staff to release the Notice of Restriction previously filed against the property.

BACKGROUND:

This case first appeared before the City Council on October 28, 2014, due to substandard housing conditions and excessive calls for service at 585 North Mollison Avenue. Substandard conditions included a severe infestation of roaches and bedbugs. This case was resolved and appeared again before the City Council on January 27, 2015, at which the City Council assessed civil penalties, staff time, and administrative costs at \$94,993. The City Council determined that \$50,000 would be paid over a three-year period. The City Council also directed that the balance of \$44,993 be held in abeyance for three years, pending no significant housing code violations or excessive calls for service.

On June 12, 2018, Building Inspection staff conducted a room-by-room inspection and found minor violations (faulty smoke detector, missing vent cover, and inoperable exit sign). These were quickly corrected. A final inspection of the property was conducted on July 18, 2018, which found the property in compliance. Furthermore, in 2016 there were 40 calls for Police service compared to 29 calls for service in 2017. This equates to annual average of 1.8 calls per room in 2016 and 1.3 calls per room in 2017. Calls for service in 2018 are currently at 22. For the past two years the annual average calls for service to motels in the City was 1.9 per room in 2016 and 1.8 per room in 2017.

Based on staff's findings and the performance of the property owner, staff recommends that the balance of \$44,993 be released.

FISCAL IMPACT:

None.

Prepared By: Dan Pavao, Deputy Director Community Development

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Mayor Wells
SUBJECT: COUNCIL ACTIVITIES REPORTS/COMMENTS

RECOMMENDATION:

That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

- August 13, 2018 - KPBS interview
- August 15, 2018 - Chamber Dine & Dialogue
- August 16, 2018 - Grossmont Hospital book signing
- August 17, 2018 - SANDAG Board of Directors Meeting
- August 21, 2018 - Los Angeles Times interview
- August 21, 2018 - San Diego Union Tribune interview
- August 22, 2018 - Associated Press interview
- August 23, 2018 - Morning Edition interview
- August 24, 2018 - SANDAG Board of Directors Meeting
- August 27, 2018 - Dunkin Donuts Grand Opening
- August 31, 2018 - Politics in Paradise
- September 11, 2018 - City Council Meeting(s)

I will be happy to answer any questions you may have.

Submitted By: Bill Wells, Mayor



City Council
Agenda Report

Agenda Item 23.

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Mayor Pro Tem Kendrick
SUBJECT: MAYOR PRO TEM GARY KENDRICK
Heartland Communications JPA; Heartland Fire Training JPA.

RECOMMENDATION:

That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

September 1, 2018 - Politics in Paradise
September 11, 2018 - City Council Meeting(s)

I will be happy to answer any questions you may have.

Submitted By: Gary Kendrick, Mayor Pro Tem



City Council
Agenda Report

Agenda Item 24.

DATE: September 11, 2018

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember McClellan

SUBJECT: COUNCILMEMBER BOB MCCLELLAN

MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications JPA - Alternate.

RECOMMENDATION:

That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

August 7, 2018 - Shadow Mountain screening for CVUSD Back-to-School and Video of carshow Flash Mob

September 11, 2018 - City Council Meeting(s)

I will be happy to answer any questions you may have.

Submitted By: Bob McClellan, Councilmember



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Councilmember Kalasho
SUBJECT: COUNCILMEMBER BEN KALASHO
East County Economic Development Council – Alternate; METRO
Commission/Wastewater JPA; Indian Gaming Local Community Benefit
Committee – Alternate.

RECOMMENDATION:

That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

August 17, 2018 - Meeting with Hector Gastelum
September 11, 2018 - City Council Meeting(s)

I will be happy to answer any questions you may have.

Submitted By: Ben Kalasho, Councilmember



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Ben Kalasho, Councilmember
SUBJECT: El Cajon School Supply Drive

RECOMMENDATION:

Authorizes me to organize a backpack event relying on the model of SMOAC in Santee whereby school supplies including, folders, pens, pencils, notebooks and other supplies are collected by donation at the El Cajon Library over a set date and time (TBA).

BACKGROUND:

This School drive is designed to ease the burden of families seeking financial assistance before the school season. The idea is wonderful and a great match for El Cajon as many people in the city are low income. The fiscal impact to the city would be none but I would require the promotion via city social media outlets and all publications currently in use by the city.

Prepared By: Ben Kalasho, City Councilmember

Reviewed By: N/A

Approved By: N/A



City Council
Agenda Report

Agenda Item 27.

DATE: September 11, 2018

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember Goble

SUBJECT: COUNCILMEMBER STEVE GOBLE

SANDAG – Alternate; SANDAG Public Safety Committee – Alternate; Chamber of Commerce – Government Affairs; MTS (Metropolitan Transit System Board) – Alternate; East County Economic Development Council; METRO Commission/Wastewater JPA - Alternate.

RECOMMENDATION:

That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

- August 15, 2018 - ECEDC Board Meeting
- August 15, 2018 - Emails with Rosa M. About abandoned cars on Orlando Street
- August 15, 2018 - Emails with Cheryl W. about St. Paul's and housing in El Cajon
- August 18, 2018 - Pick up trash with community cleanup group
- August 20, 2018 - Phone call with resident regarding animal shelter
- August 21, 2018 - Emails with Julie S. regarding sewer lateral question
- August 25, 2018 - Pick up trash with community cleanup group
- August 25, 2018 - Attend East County Magazine Anniversary Event
- August 28, 2018 - East County Chamber Government Affairs meeting
- August 28, 2018 - Emails with Darin B. about Kaiser empty lot
- August 29, 2018 - Pick up trash on Walter Way
- August 31, 2018 - Meeting with Kevin Miller regarding Homelessness
- September 1, 2018 - Pick up trash with community cleanup group
- September 7, 2018 - East County Chamber First Friday Breakfast
- September 8, 2018 - Pick up trash with community cleanup group
- September 10, 2018 - Meeting with City Manager
- September 11, 2018 - Speak at Board of Supervisors Meeting regarding homelessness

September 11, 2018 - City Council Meeting(s)

I will be happy to answer any questions you may have.

Submitted By: Steve Goble, Councilmember



City Council
Agenda Report

DATE: September 11, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Steve Goble, Councilmember
SUBJECT: Reducing Unnecessary 911 Calls

RECOMMENDATION:

That the City Council directs staff to investigate educational opportunities and strategies to reduce unnecessary 911 calls. After the investigation is complete, I recommend that the City Council directs staff to provide a presentation to the City Council for further discussion and direction.

BACKGROUND:

During an August 14, 2018 report about Squad 6, the City Council learned about significant increases in 911 calls for public safety personnel each year. I believe there is an opportunity to reduce the number of calls to 911 for situations which are not true emergencies. Examples of unnecessary calls may include: asking assistance to change batteries in a TV remote control unit or providing delivery service of medication from a nearby pharmacy.

We do not want to discourage 911 calls for actual emergencies, nor portray that our first responders are unwilling to help when needed. However, there may be opportunities to provide education on how to best request both emergency and non-emergency services.

Further, there are several social service agencies in El Cajon which could not only replace the reason 911 is being called, but actually enhance the caller's quality of life with additional services, in some cases likely at no cost. Diverting these calls to preventive and alternative care should result in lower use of the 911 system for non-emergency calls.

FISCAL IMPACT:

None.

Prepared By: Steve Goble, City Councilmember
Reviewed By: N/A
Approved By: Steve Goble, Councilmember



City Council
Agenda Report

DATE: September 11, 2018
TO: City Clerk
FROM: City Attorney/General Legal Counsel
SUBJECT: Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9.
Christine Greer vs. City of El Cajon, et al.
San Diego Superior Court Case No. 37-2016-00027133-CU-OE-CTL

RECOMMENDATION:

That the following Closed Session be scheduled for the Tuesday, September 11, 2018, Joint City Council/Housing Authority/Successor Agency to El Cajon Redevelopment Agency agenda at 3:00 p.m.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9:

NAME OF CASE:

Christine Greer vs. City of El Cajon, et al.
San Diego Superior Court Case No. 37-2016-00027133-CU-OE-CTL

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hms



City Council
Agenda Report

Agenda Item 30.

DATE: September 11, 2018

TO: City Clerk

FROM: City Attorney/General Legal Counsel

SUBJECT: Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9
City of El Cajon vs. ASSCS, LLC; Cloud 9 Wellness Center, Inc.; and Does 1 through 50, inclusive
San Diego Superior Court Case No. 37-2018-00012001-CU-OR-CTL

RECOMMENDATION:

That the following Closed Session be scheduled for the Tuesday, September 11, 2018, Joint City Council/Housing Authority/Successor Agency to El Cajon Redevelopment Agency agenda at 3:00 p.m.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9:

NAME OF CASE:

City of El Cajon vs. ASSCS, LLC; Cloud 9 Wellness Center, Inc.; and Does 1 through 50, inclusive
San Diego Superior Court Case No. 37-2018-00012001-CU-OR-CTL

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hms
