



CITY COUNCIL  
HOUSING AUTHORITY  
AND SUCCESSOR AGENCY  
TO THE EL CAJON  
REDEVELOPMENT AGENCY

Council Chamber  
200 Civic Center Way  
El Cajon, CA 92020

## Agenda

OCTOBER 9, 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 September 25, 2018, Meeting and the Agenda of the October 9, 2018, Meetings in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

**PRESENTATIONS:**

**Presentation: Senator Joel Anderson**

**Proclamation: Community Planning Month**

**Presentation: All Fore R.E.C. Campaign**

## 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/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Meetings

RECOMMENDATION:

That the City Council/Housing Authority/Successor to the El Cajon Redevelopment Agency approves Minutes of the September 25, 2018, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

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. First Amendment to the Lease Agreement with the County of San Diego for City Hall Sixth Floor Office Space

RECOMMENDATION:

That the City Council adopts a resolution approving the First Amendment to the Lease Agreement with the County of San Diego for office space on the sixth floor of City Hall.

5. 2019 Calendar of Meetings for the City Council/Housing Authority and Successor Agency to the Former Redevelopment Agency

RECOMMENDATION:

That the City Council reviews the proposed 2019 calendar of meetings for the City Council/Housing Authority and Successor Agency to the Former Redevelopment Agency, makes appropriate modifications, or accepts as presented.

6. Stoney's Neighborhood Park Improvements Project Acceptance

RECOMMENDATION:

That the City Council:

1. Accepts the Stoney's Neighborhood Park Improvements project, PK3582, Bid No. 007-18; and
2. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

7. Installation, Maintenance, and Monitoring of Fire Alarm Systems

RECOMMENDATION:

That the City Council authorizes the Purchasing Agent, in accordance with Municipal Code 3.20.010(C)(6), to execute an agreement with Progressive Technology Security Systems, Inc. for fire alarm system installation, maintenance, and monitoring services in the estimated amount of \$55,000 for the initial year, with four optional one-year terms.

**PUBLIC COMMENT:**

At this time, any person may address a matter within the jurisdiction of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency 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, Authority and Agency Members may briefly respond to statements or questions. An item may be placed on a future Agenda.

**WRITTEN COMMUNICATIONS:**

**PUBLIC HEARINGS:**

**ADMINISTRATIVE REPORTS:**

8. Grant Agreement with Crisis House for the Provision of Homeless Services (El Cajon Housing Connections Program)

RECOMMENDATION:

That the City Council, acting as the El Cajon Housing Authority, approves a one-year extension to the grant agreement with Crisis House to fund a Housing Navigator and for distribution of Housing Assistance funds.

## **COMMISSION REPORTS:**

### **ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:**

SANDAG (San Diego Association of Governments); SANDAG Public Relations Selection Committee; League of California Cities, San Diego Division; Heartland Fire Training JPA – Alternate; LAFCO.

9. Council Activity Report
10. Legislative Report

### **ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:**

11. **MAYOR PRO TEM GARY KENDRICK**  
METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.
12. **COUNCILMEMBER BOB MCCLELLAN**  
MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate.
13. **COUNCILMEMBER BEN KALASHO**
14. **COUNCILMEMBER STEVE GOBLE**  
SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate; METRO Commission/Wastewater JPA – Alternate; Chamber of Commerce – Government Affairs Committee; MTS (Metropolitan Transit System Board) – Alternate; East County Economic Development Council.

### **JOINT COUNCILMEMBER REPORTS:**

### **GENERAL INFORMATION ITEMS FOR DISCUSSION:**

15. Tree Donation from Business Printing Company (BPC)

#### **RECOMMENDATION:**

In accordance with City Council Policy B-2, staff informs the City Council about receiving the following donation for the City of El Cajon in the month of October.

Business Printing Company (BPC) - 30 trees to be donated and planted at Hillside Park, valued at \$1,706.

**ORDINANCES: FIRST READING**

**ORDINANCES: SECOND READING AND ADOPTION**

**CLOSED SESSIONS:**

16. 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

**ADJOURNMENT: The Regular Joint Meeting of the El Cajon City Council/El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 9th day of October 2018, is adjourned to Tuesday, October 9, 2018, at 7:00 p.m.**



City Council  
Agenda Report

Agenda Item 1.

**DATE:** October 9, 2018

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Angela Aguirre, City Clerk

**SUBJECT:** Minutes of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Meetings

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RECOMMENDATION:

That the City Council/Housing Authority/Successor to the El Cajon Redevelopment Agency approves Minutes of the September 25, 2018, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

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Attachments

09-25-18 draft minutes

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# 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

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#### September 25, 2018

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, September 25, 2018, was called to order by Mayor/Chair Bill Wells at 3:02 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

#### ROLL CALL

Council/Agencymembers present:	Goble, Kalasho and McClellan
Council/Agencymembers absent:	None
Mayor Pro Tem/Vice Chair present:	Kendrick
Mayor/Chair present:	Wells
Other Officers present:	Mitchell, City Manager/Executive Director DiMaggio, Assistant City Manager Foley, City Attorney/General Counsel Aguirre, City Clerk/Secretary

**Mayor Wells invited Mike Anderson, from the German American Society, to lead the PLEDGE OF ALLEGIANCE TO THE FLAG 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 September 11, 2018, meeting and the Agenda of the September 25, 2018, meeting in accordance with State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

**PRESENTATIONS:**

- **Proclamation: Fire Prevention Week**
- **Proclamation: German American Month**
- **Proclamation: MTS Ride Free Day**

**AGENDA CHANGES: NONE**

**CONSENT ITEMS: (1 – 8)**

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

Approves Minutes of the September 11, 2018, meeting 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 waive the reading in full of all Ordinances on the Agenda.

**PULLED FOR DISCUSSION BY A MEMBER OF THE PUBLIC:**

4. El Cajon Housing Authority Annual Report FY 2017-18

1. Approves the attached Annual Report; and
2. Authorizes the Executive Director to transmit it, in a form substantially as presented, to the California Department of Housing and Community Development (HCD) as required by State law.



**CONSENT ITEMS: (Item 4 - Continued)**

**DISCUSSION**

**Joe Laveque** asked for clarification of the real estate sales transaction of \$325,000.

In response to Mr. Laveque's question, **City Manager Mitchell** stated that was the sale of a property of the former Redevelopment Agency, owned on Rea St., across the street from the Marriott Hotel.

5. Travel Expenses to Attend the 2018 League of California Cities Annual Conference - Wells

Reviews and approves the attached Claim for Advance/Reimbursement of Travel Expense form for Mayor Bill Wells submitted in accordance with City Council Policy G-1.

6. January – March 2018 and April – June 2018 Quarterly Treasurer's Reports

Receives the Treasurer's Reports for the quarters ending March 31, 2018 and June 30, 2018.

7. Approval of Revisions to Class Specifications

Approves the changes to the class specifications described below and included on the attachments.

8. Conflict of Interest Code - Biennial Review

Adopts RESOLUTION NO. 095-18, approving changes to the designated employee and official positions required to be filed under the City's Conflict of Interest Code.

**MOTION BY WELLS, SECOND BY KENDRICK, to APPROVE Consent Items 1 to 8.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

**PUBLIC COMMENT:**

**Joe LaVeque** spoke about the safety of the city involving homeless. Mr. LaVeque discussed police duties and Kansas' no tolerance program to include fines and jail time of homeless supporters (donating food, clothes or money). Requested the City research other programs involving turning people around.

In response to Mr. LaVeque's concern, **Mayor Wells** responded that the homeless issue is of high importance, and would like to meet personally with him to discuss the matter, and challenges the City faces.

**Jim Cirigliano** provided an update to the rent mediation process. Mr. Cirigliano spoke in reference to Judge Taylor, who brought various charges to **Councilmember Kalasho**, who has now recused himself. He stated that he will be obtaining copies of the 460 Forms when available.

**Brenda Hammond** acknowledged **Councilmember McClellan**, **City Manager Mitchell**, and **Monica Zech** for their continued assistance. She spoke of the homeless emergency shelter in Lemon Grove.

**Bonnie Price** shared a story about the early German settlers in Pennsylvania. Ms. Price requested the City's assistance involving the rent mediation process. She suggested El Cajon consider Community Choice Aggregation and spoke about its benefits.

**Sunshine Horton** spoke against **Councilmember Kalasho**.

**WRITTEN COMMUNICATIONS: None**

**PUBLIC HEARINGS: None**

*Remainder of page intentionally left blank.*

## **ADMINISTRATIVE REPORTS:**

### 9. Update on City Council Priority Projects

Receives an update on the progress made in completing City Council priority projects identified at the October 10, 2017, City Council public forum.

## **DISCUSSION**

**City Manager Mitchell** provided detailed information on the Item.

No one came forward to speak.

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

- Pedestrian Crosswalk Project installed and completed;
- Pride in City Campaign;
- Newcomers/Civic Engagement opportunities and community involvement;
- Blinking Yellow Left Turn Signals - being analyzed by staff;
- Temporary Homeless Housing, working with neighboring cities;
- Heat Warning Campaign messages and installations throughout the City; and
- Service Request Reporting Tools, staff will measure usage and bring recommendation to Council.

**Councilmember Kalasho** commented on the heat warning signs and asked if signs will be on a new or existing post. He also discussed the study and effectiveness of perpendicular postings.

In response to **Councilmember Kalasho's** question, **City Manager Mitchell** advised to prevent litter, the signs will be double posted onto existing poles, and he will look into the study involving the effectiveness of the described layout.

**COMMISSION REPORTS: None**

## **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.

### 10. Council Activity Report

Report as Stated.

### 11. Legislative Report – No Report

**ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS: (Continued)**

12. City Council Assignments

RECOMMENDATION: That the City Council approves City Council assignments (as identified in table below) to various boards and commissions representing El Cajon.

**Mayor Bill Wells:** SANDAG (San Diego Association of Governments); SANDAG Public Relations Selection Committee; League of California Cities, San Diego Division; Heartland Fire Training JPA – Alternate; LAFCO.\*

\*Elected to the LAFCO Commission for a four-year term to represent the east county, by east county Mayors, in December, 2017.

**Mayor Pro Tem Gary Kendrick:** METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.

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

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

**MOTION BY WELLS, SECOND BY GOBLE, to APPROVE City Council assignments to various boards and commissions representing El Cajon.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

**ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:**

13. MAYOR PRO TEM GARY KENDRICK  
Heartland Communications JPA; Heartland Fire Training JPA.

Council Activities Report/Comments

Report as stated.

**ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS: (Continued)**

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

Council Activities Report/Comments

Report as stated.

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

Council Activities Report/Comments

Nothing to Report.

16. 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.

In addition to the submitted report, **Councilmember Goble** advised that he did not attend the 9/25/18, Government Affairs Meeting, which was covered by staff.

**JOINT COUNCILMEMBER REPORTS: None**

**GENERAL INFORMATION ITEMS FOR DISCUSSION:**

The following item is for informational purposes only:

17. City of El Cajon Animal Shelter Donations for August 2018

In accordance with City Council Policy B-2, staff informs the City Council about receiving the following donations for the El Cajon Animal Shelter for the month of August:

Rancho Santee Lions Association - \$200.00

**ORDINANCES: FIRST READING - None**

**ORDINANCES: SECOND READING AND ADOPTION - None**

**CLOSED SESSION:**

18. Closed Session -CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 - Mark Lane v. Ben Kalasho - United States District Court, Southern District of California. Case No. 18CV1687 BEN NLS
19. 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
20. 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

**MOTION BY WELLS, SECOND BY McCLELLAN, to ADJOURN to Closed Session at 3:55 p.m.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

**Councilmember Kalasho** left the Council Chamber at approximately 4:45 p.m.

**RECONVENE TO OPEN SESSION AT 5:00 p.m.**

**City Attorney Foley** reported the following actions:

- Item 18, matter will be continued to an Adjourned Special meeting on Friday, September 28, at 2:30 p.m., at the City Council Chamber for further discussion under Closed Session.
- Item 19, the City Council gave direction to Legal Counsel.
- Item 20, the City Council gave direction to Legal Counsel.

**ADJOURNMENT: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 25th day of September 2018, is adjourned to Friday, September 28, 2018, at 2:30 p.m.**

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Angela Aguirre  
City Clerk/Secretary

DRAFT



City Council  
Agenda Report

**DATE:** October 9, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Graham Mitchell, City Manager  
**SUBJECT:** First Amendment to the Lease Agreement with the County of San Diego for City Hall Sixth Floor Office Space

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**RECOMMENDATION:**

That the City Council adopts a resolution approving the First Amendment to the Lease Agreement with the County of San Diego for office space on the sixth floor of City Hall.

**BACKGROUND:**

Since 1996, San Diego County has leased all or portions of City Hall's sixth floor for offices. In 2008, the City Council approved the latest lease agreement with the County. The term of the agreement expires in 2018, necessitating consideration of an amendment to extend the lease.

The County presented a First Amendment to the existing lease agreement. Significant provisions of the amendment include:

- Term is through November 5, 2024, with an option to extend an additional five years,
- Base Monthly Rent is \$16,144.14--an increase of 3.2 percent,
- The Base Monthly Rent will increase by 3 percent annually, and
- County may terminate the lease, or a portion of the leased space, with 180-day notice.

**FISCAL IMPACT:**

The increase in base rent results in additional revenue of \$4,000 in FY 2018-19--the total revenue from this lease will be \$191,728 this fiscal year. In addition to rent revenue, the County reimburses the City for 16.4 percent of shared utility costs.

Prepared By: Graham Mitchell, City Manager

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

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Attachments

Resolution

First Amendment

Lease Agreement (2008)

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RESOLUTION NO.     -18

A RESOLUTION OF THE  
CITY COUNCIL OF THE CITY OF EL CAJON  
APPROVING A FIRST AMENDMENT TO THE  
EL CAJON CITY HALL/SIXTH FLOOR LEASE  
WITH THE COUNTY OF SAN DIEGO

WHEREAS, since 1996, the County of San Diego (the "County") has leased all or portions of the sixth floor of the El Cajon City Hall building from the City of El Cajon (the "City"); and

WHEREAS, on November 6, 2008, the City entered into the El Cajon City Hall/Sixth Floor Lease, El Cajon, California Lease (the "Lease Agreement") with the County, for an initial period of ten years that will expire on November 5, 2018, necessitating consideration of an amendment to extend the Lease Agreement; and

WHEREAS, the County has presented a First Amendment to the existing Lease Agreement which includes: (1) a six-year extension of the term, through November 5, 2024, with an option to extend for an additional five years; (2) base monthly rent in the sum of \$16,144.14, reflecting an increase of 3.2%; (3) annual base monthly rent increases of 3%; and (4) an option for the County to terminate the lease, or a portion of the leased space, with 180-day notice; and

WHEREAS, the City Council believes it to be in the City's best interests to enter into a First Amendment to the Lease Agreement with the County for office space on the sixth floor of the City Hall building.

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 Manager, or such person as is designated by the City Manager, is hereby authorized and directed to execute the First Amendment to the Lease Agreement, substantially in the form as presented at this meeting with such changes as may be approved by the City Manager, on behalf of the City of El Cajon.
3. The City Manager, or the City Manager's designee, is hereby further authorized to execute such amendments to the Lease Agreement as may be necessary to approve any renewal terms of the Lease Agreement as contemplated therein, and to make such other changes as may be necessary, in the determination of the City Manager, to implement the First Amendment to the Lease Agreement in the best interests of the City.

FIRST AMENDMENT TO LEASE AGREEMENT  
El Cajon City Hall - Sixth Floor  
200 Civic Center Way  
El Cajon, California 92020

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is between the City of El Cajon, a California charter city and municipal corporation, (“City”) and the COUNTY OF SAN DIEGO, a political subdivision of the State of California (“County”) with reference to the following facts:

**RECITALS**

A. City and County entered into a lease agreement (“Lease”) dated February 26, 2008, known as County of San Diego Contract No. 527076, for that certain real property known as the sixth floor of the El Cajon City Hall Building at 200 Civic Center Way, El Cajon, California with access thereto through the lobby and elevators of the El Cajon City Hall building and 50 non-exclusive parking spaces.

B. The parties hereto are desirous of amending said Lease to (i) extend the Term and (ii) provide for an early termination option for with respect to all or part of the Premises as more particularly set forth below.

The parties therefore agree as follows:

1. **AMENDMENT OF LEASE**

1.1 Section 1.7 of the Lease, entitled Term, is hereby amended to read in its entirety as follows:

“The term of this Lease shall be 16 years commencing on the Commencement Date.”

1.2 Section 1.15 of the Lease, entitled Exhibits to Lease, is hereby amended to add: “Exhibit ‘E’ - Partial Termination Options”

1.3 Section 3.1 of the Lease, entitled Term, is hereby amended to read in its entirety as follows:

“The term (“Term”) of this Lease shall be 16 years, commencing on November 6, 2008 (“Commencement Date”) and expiring on November 5, 2024. The County shall have one option to extend the Term for an additional five-year period. County may exercise the option by providing City at least 180 days’ prior written notice. Should County exercise the option to extend this Lease, then the Term of this Lease shall include such option extension period.”

1.4 Section 3.1.1 of the Lease is hereby deleted in its entirety.

1.5 Section 3.2.2 of the Lease, entitled Early Termination by County, is hereby amended to read in its entirety as follows:

“County shall have the option to terminate this Lease with respect to all of the Premises to be effective any time after November 5, 2019. County may exercise the option to terminate this Lease by providing City at least 180 days’ prior written notice and the termination shall be effective as of the date specified in the written notice.”

1.6 Section 3.2.3, entitled Partial Termination by County, is hereby added to the Lease to read as follows:

“3.2.3 Partial Termination by County. County shall have one option to terminate the Lease with respect to either a 4,836-square-foot portion of the Premises or a 4,120-square-foot portion of the Premises, as more particularly shown in Exhibit E, “Partial Termination Options.” The portion of the Premises subject to termination shall be referred to as the “Terminated Premises”. County may exercise its option to terminate the lease of the Terminated Premises by providing City at least 180 days’ prior written notice. In such notice, County will specify whether it is electing to terminate the 4,836-square-foot area of the Premises or a 4,120-square-foot area of the Premises. The termination of the lease of the Terminated Premises shall be effective as of the date specified in the written notice. Upon the effective date of the termination of lease of the Terminated Premises:

- (i) the term Premises shall be amended to exclude the Terminated Premises;
- (ii) the Base Monthly Rent shall be reduced by dividing the Base Monthly Rent then in effect by 8,956 to derive a rent per square foot amount that is then multiplied by the square footage of the Premises not terminated pursuant to this Section;
- (iii) the County’s fifty (50) non-exclusive parking spaces, provided under Sections 1.3, Premises, and 6.7, Parking Availability, of the Lease, shall be reduced by 5.6 spaces per 1,000 square feet of Premises that are terminated by County.”

1.7 Section 4.1 of the Lease, entitled Base Monthly Rent, is hereby amended to add a second paragraph to Section 4.1, to read in its entirety as follows:

“County shall pay to Lessor as rent “Base Monthly Rent” a sum of \$15,644.80 from the Effective Date herein thru November 5, 2018. Commencing on November 6, 2018, County shall pay to City base rent (“Base Monthly Rent”) in equal monthly installments of \$16,144.14 per month. The Base Monthly Rent shall be subject to adjustment as provided in Section 4.2 and Section 3.2.2, if applicable. The Base Monthly Rent shall be payable in advance on the first day of each calendar month (“Rent Due Date”) during the Term. County shall pay monthly installments of Base Monthly Rent by depositing County warrants by First Class Mail, postage prepaid, addressed to Lessor at the address stated in Section 1.1.”

1.8 Section 4.2 of the Lease, entitled Cost of Living Adjustments (“COLA”) to the Base Monthly Rent, is hereby amended to add a second paragraph to Section 4.2 to read in its entirety as follows:

"From and after the effective date of that certain First Amendment to Lease Agreement for the Premises by and between the City and the County, the Base Monthly Rent provided for in Section 4.1, Base Monthly Rent, above, shall increase by 3% annually on November 6<sup>th</sup> for the remainder of

the Term (each such one-year period is referred herein to as a "COLA Period")."

1.9 Article 29, "Reserved," is hereby amended to read in its entirety as follows:

**“ARTICLE 29  
AFFIRMATIVE ACTION PROGRAM FOR DISABLED PERSONS**

Lessor shall comply with the Affirmative Action Program for Vendors pertaining to employment of disabled persons, as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated in this Lease by this reference. Lessor is informed that the County’s Affirmative Action Program for Vendors provides that its requirements shall not apply to any Lessor, or subcontractor of a Lessor, who has a regular, paid workforce of less than fifteen (15) employees. A copy of this Affirmative Action Program will be furnished upon request to the Lease Administrator.”

1.10 Exhibit C to the Lease, entitled Security System Costs, is hereby replaced in its entirety with a new Exhibit C, Security System Costs, attached hereto.

**2. EFFECT OF AMENDMENT**

Except as hereinabove amended, the Lease shall remain in full force and effect. In the event of a conflict between the provisions of the Lease and those of this Amendment, this Amendment shall control.

County and City have executed this Amendment as of the day and year written below. This Amendment shall be effective as of the date of its execution by the County’s Director of the Department of General Services.

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_  
Graham Mitchell, City Manager

Dated: \_\_\_\_\_

COUNTY OF SAN DIEGO, a political subdivision of the State of California

By: \_\_\_\_\_  
Marko Medved, P.E., CEM  
Director, Department of General Services

EXHIBIT C  
SECURITY SYSTEM COSTS

The County is responsible for payment, as additional rent, of its pro-rata share of the actual maintenance and repair costs to the Building's existing security system. County's "pro-rata" share for the 8,956 square foot Premises is 16.43%. Should County terminate the lease for a portion of the 6<sup>th</sup> floor space, then County's pro-rata share of security costs will be reduced accordingly.

**EL CAJON CITY HALL/SIXTH FLOOR LEASE  
EL CAJON, CALIFORNIA**

**LESSOR: CITY OF EL CAJON**

**LESSEE: COUNTY OF SAN DIEGO**

CITY CONTRACT NO. \_\_\_\_\_

COUNTY CONTRACT NO. 527076

**EL CAJON CITY HALL/SIXTH FLOOR LEASE  
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**LIST OF EXHIBITS**

- EXHIBIT A - DESCRIPTION AND PLAT OF THE PREMISES
- EXHIBIT B - INSURANCE REQUIREMENTS
- EXHIBIT C - SECURITY SYSTEM COSTS
- EXHIBIT D - PLANS AND SPECIFICATIONS AND CONSTRUCTION DRAWINGS  
FOR THE PREMISES

**CITY OF EL CAJON  
SIXTH FLOOR LEASE**

THIS LEASE AGREEMENT ("Lease") is made and entered into effective as of the 26<sup>TH</sup> day of FEBRUARY, 2008 ("Effective Date"), by and between the CITY OF EL CAJON, a municipal corporation (the "City") and the COUNTY OF SAN DIEGO, a political subdivision of the State of California ("County").

IN CONSIDERATION OF THE RENTS AND COVENANTS hereinafter set forth, City hereby leases to County, and County hereby leases from City, the Premises described below upon the following terms and conditions:

**ARTICLE 1  
SUMMARY OF BASIC LEASE PROVISIONS**

1.1            Lessor:     CITY OF EL CAJON, a municipal corporation of the State of California.

Address for notice:  
Office of the City Manager  
200 East Main Street  
El Cajon, California

1.2            County:     COUNTY OF SAN DIEGO, a political subdivision of the State of California

Address for notice:  
County of San Diego  
Attn: Real Estate Services Division  
5555 Overland Avenue, Bld. 2, Suite 2110  
San Diego, CA 92123-1294

1.3            Premises. The Premises means that approximately 8,956 square feet of office space designated as the Sixth Floor of the El Cajon City Hall building and the access easement through the lobby and elevators of the El Cajon City Hall building, located at 200 East Main Street, El Cajon, California, 92020. County shall also be entitled to utilize, on a non-exclusive, non priority basis, 50 (fifty) parking spaces in the area now designated as "Permit Parking Only". Parking spaces will not be available on the Site during the period of construction of City's planned public safety facility, which is anticipated for construction to begin in January of 2009, and is anticipated for completion in December of 2010. However, City affirms that it is negotiating for temporary parking during the period of construction. Following the completion of the City's public safety facility fifty (50) parking spaces will be available in a secure parking garage, subject to a rent adjustment as described in section 6.7, below

1.4            City's and County's Lease Administrators. This Lease shall be administered on behalf of City by the Director of Redevelopment and Housing, by such person's duly-authorized designee, or upon written notice to County, such other person as shall be designated

Lease Administrator from time to time by the City Manager (referred to collectively hereinafter as "City's Lease Administrator"), and on behalf of County by the Director of General Services, or by such other person as may be designated in writing by County (referred to hereinafter as "County's Lease Administrator").

1.5 Effective Date. The date this Lease is approved by the City's City Council. See Section 3.1 (Term; Definitions).

1.6 Commencement Date. See Section 3.1 (Term; Definitions).

1.7 Term. The term of this Lease shall be five (5) years commencing on the Commencement Date. Should County exercise any option to extend this Lease pursuant to Article 3, "TERM", then the Term of this Lease shall include such option extension period(s).

1.8 Rent Due Date. See Section 4.1 ("Base Monthly Rent").

1.9 Rent. The Base Monthly Rent is Twelve Thousand Six Hundred Forty-nine Dollars and Forty-five Cents (\$12,649.45). Base Monthly Rent is payable as stated in Section 4.1 ("Base Monthly Rent").

1.10 Cost of Living Adjustments. See Section 4.2 ("Cost Of Living Adjustments (COLA)") to the Base Monthly Rent".

1.11 Additional Rent. Any and all sums of money or charges required to be paid by County to City pursuant to the provisions of this Lease shall be paid as "Additional Rent" (for example: late charges, interest, equity payments, processing fees, etc.)

1.12 Security Deposit. N/ A

1.13 General Description of County's Use of Premises. County shall use or allow the use of the Premises solely for the purpose of office and administrative work, as described in section 6.1, below.

1.14 Definitions. As used in this Lease, the following terms shall have the meanings attached to them in this Section unless otherwise apparent from their context:

- a. "Board" means the Board of Supervisors of the County of San Diego.
- b. "City" means the City of El Cajon, California, a municipal corporation and general law city.
- c. "County" means County of San Diego, a political subdivision of the State of California.
- d. "City Council" means the Mayor and the Members of the City Council for the City of El Cajon, California.

e. "Director" means the Director of Redevelopment and Housing for the City of El Cajon.

f. "Lease" means this Sixth Floor Lease.

g. "Lease Administrator" means the Director of Redevelopment and Housing, City of El Cajon, by such person's duly-authorized designee, or upon written notice to County, such other person as shall be designated Lease Administrator from time to time by the City Manager.

h. "Premises" means the sixth floor of the Site (being that certain 8,956 square feet as delineated and described in Exhibit A attached hereto) as well as an access easement through the lobby and the elevators of the Site, and the right to utilize fifty (50) parking spaces on a non priority, non exclusive basis.

i. "Site" means the El Cajon City Hall building located at 200 East Main Street, El Cajon, California.

1.15 Exhibits To Lease. The following drawings and special provisions are attached hereto as exhibits and made a part of this Lease:

- EXHIBIT "A" - Description of the Premises
- EXHIBIT "B" - Insurance Requirements
- EXHIBIT "C" - Security System Costs
- EXHIBIT "D" - Plans & Specifications  
Construction Drawings

1.16 Construction of Lease Provisions. The foregoing provisions of this Article summarize for convenience only certain key terms of the Lease delineated more fully in the Articles and Sections referenced therein. In the event of a conflict between the provisions of this Article and the balance of the Lease, the latter shall control.

## **ARTICLE 2 LEASE OF PREMISES**

2.1 Description. City hereby leases to County and County hereby leases from City, for the rent and upon the covenants and conditions hereinafter set forth, the Premises described in Section 1.3 ("Premises") above.

2.2 Mineral Rights. Notwithstanding any provision of this Lease to the contrary, City hereby expressly reserves all rights, title and interest in and to any and all gas, oil, mineral and water deposits located upon or beneath the surface of the Premises.

2.3 Reservations to City/Easement Reservations. County accepts the Premises subject to any and all existing easements and encumbrances. City reserves the right to establish, to grant or to use easements or rights-of-way over, under, along and across the Premises for access, underground sewers, utilities, thoroughfares or such other facilities as it deems necessary for public health, convenience and welfare, whether or not such facilities directly or indirectly benefit the Premises, and to enter the Premises for any such purpose; provided, however, that any such grant of rights by City shall require that the Premises be restored to their preexisting condition. City hereby reserves unto itself, the right but not the obligation to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across and along the Premises or any part thereof, and to enter the Premises for any and all such purposes. City reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along all portions of the Premises. Provided however, no right reserved by City in this Section 2.3 shall be so exercised as to interfere unreasonably with County's operations hereunder. City agrees that rights granted to third parties by reason of this Section 2.3 shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. City agrees that should the exercise of any of the rights reserved by City in this Section 2.3 temporarily interfere with the use of any or all of the Premises by County, the Rent shall be reduced in proportion to the interference with County's use of the Premises.

2.4 Lease Supersedes Contract No. 23239-E. County Contract No. 23239-E, as amended (the last amendment being the Fifth Amendment), governing County's occupancy and use of the Premises prior to the Commencement Date, shall be null and void and entirely superseded as of the Commencement Date by the provisions of this Lease.

### **ARTICLE 3 TERM OF LEASE**

3.1 Term. This Lease shall not take effect until the "Effective Date," which is defined as the date of approval of this Lease by City's City Council. Subject to approval of this Lease by the City Council, the term ("Term") shall commence ninety (90) days from acceptance of plans and issuance of permits by the City of El Cajon ("Commencement Date") and shall continue thereafter for the period specified, unless sooner terminated as provided in this Lease. Except as otherwise specifically stated in this Lease or in any subsequent amendments, the terms and conditions of this Lease shall remain in effect following any extension, renewal or holdover of the original Term.

3.1.1 County's Request to Extend Term. County may request an extension of this Lease upon the expiration of the Term for one (1) additional five (5) year period. Such extension may be requested by County giving written notice of exercise thereto to City at least one hundred twenty (120) days in advance of the normal expiration of this lease. City shall notify County of its acceptance of, its denial of, or its agreement to negotiate new terms of, an extension within thirty (30) days following receipt of County's request. In the event

City agrees to extend this Lease for the Premises, the Lease shall continue on the terms and conditions as agreed to by City and County, following negotiation. Upon exercise by County of its option to extend the Term as provided herein, City, by mutual agreement of City and County, shall provide, upon County's request, Refurbishments to include painting and re-carpeting the leased premises, including furniture moving.

3.2 Early Termination of Lease.

3.2.1 Early Termination by City. In the event that City should require the Premises at any time after the first sixty (60) months of the Term, for redevelopment of the property to a higher and better governmental use, City reserves the right to terminate this Lease upon one hundred eighty (180) days' prior written notice to County. In the event that City should require the Premises at any time during any accepted extension of the Term, for redevelopment of the property to a higher and better governmental use, City reserves the right to terminate this Lease upon one hundred eighty (180) days' prior written notice to County. In the event of such early termination by City, no early termination fee shall be payable to County by City. This lease may be terminated by County, at its sole option, to be effective at any time following expiration of the first sixty (60) months of the Term, or any accepted extension, upon one hundred eighty (180) days' prior written notice to City unless terminated earlier under the provisions of Article 3.2.2

3.2.2 Early Termination by County. In the event that during the first sixty (60) months of the term of this Lease, any ordinance or law should become effective, the terms of which so restrict the uses to which the Premises may be put that County is unable to continue the use and occupation of the Premises substantially in the manner as allowed by this Lease, County may apply in writing to City for a termination of this Lease. Consent to said termination will not be unreasonably withheld by City. Upon such termination, County shall be entitled to no payment for any remaining value of its interest.

3.2.2.1 Upon any termination of the Lease pursuant to this Article, all improvements of whatever nature located on the Premises shall become sole property of City, reserving, however, to City, the right to require County to remove such improvements within thirty (30) days' following termination of this Lease at County's sole expense.

3.2.2.2 [Reserved].

3.3 Surrender of the Premises; Quitclaim of County's Interest Upon Termination.

(a) County shall surrender possession of the Premises to City upon expiration of the Term or earlier termination of this Lease. Upon termination of this Lease for any reason, including but not limited to termination because of default by County, County shall execute, acknowledge and deliver to City, within thirty (30) days following receipt of written demand therefor, a good and sufficient deed whereby County quitclaims all right, title and interest in the Premises to City.



(b) Should the manner or method employed by City to re-enter or take possession of the Premises pursuant to the provisions of this Lease give County a cause of action for damages or in forcible entry and detainer, the total amount of damages to which County shall be entitled in any such action shall be one dollar (\$1.00) for loss of use of the Premises provided. This provision may be filed in any action brought by County against City, and when so filed shall constitute a stipulation by County fixing the total damages to which County is entitled in such an action.

#### ARTICLE 4 RENT

4.1 Base Monthly Rent. Subject to adjustment as provided in Section 4.2 ("Cost Of Living Adjustment ("COLA") To The Base Monthly Rent"), County shall pay as rent for the use and occupancy of the Premises the Base Monthly Rent specified in Article 1 (SUMMARY OF BASIC LEASE PROVISIONS). County shall pay said rent in advance, on the first day of each calendar month ("Rent Due Date"), without setoff, deduction, prior notice or demand, commencing on the Commencement Date. Should the rent Commencement Date be a day other than the first day of a calendar month, then the rent for such first fractional month shall be computed on a daily basis for the period from the Commencement Date to the end of such calendar month and at an amount equal to one thirtieth (1/30th) of the said monthly rent for each such day, and thereafter shall be computed and paid as aforesaid.

4.2 Cost of Living Adjustments ("COLA") to the Base Monthly Rent. The Base Monthly Rent provided for in Section 4.1 ("Base Monthly Rent") shall be adjusted as of the first (1st) anniversary of the Commencement Date, and thereafter every year on such date for the remainder of the Term (each such one-year period is referred to herein as a "COLA Period"), to reflect any increase or decrease in the purchasing power of the dollar. The rent adjustment to be effective during each COLA Period shall be determined by use of the following formula.

$$R=A (B/C)$$

Wherein:

"R" equals the adjusted Base Monthly Rent for each month of the COLA Period for which rent is being adjusted;

"A" equals the Base Monthly Rent set forth in Article 1 (SUMMARY OF BASIC LEASE PROVISIONS);

"B" equals the monthly Consumer Price Index, as hereinafter defined, for the month of September, or the quarter (if the Index is published on a quarterly basis), immediately preceding the commencement of the COLA Period for which the rent is being adjusted; and

"C" equals the monthly Consumer Price Index, as hereinafter defined, for the month of September immediately preceding the commencement of the Term.

4.2.1 Consumer Price Index. The consumer price index which shall be used as the source for the Consumer Price Index numbers shall be that published by the United States Department of Labor, entitled United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for the San Diego CA Area, all items of the index entitled "Consumer Price Index for All Urban Consumers" for the San Diego, CA Area (1982-84=100). In the event that such index is not published for the San Diego, CA Area, then another comparable index or source of such information generally recognized as authoritative shall be substituted by agreement of the parties. If the parties should not agree, such source of information shall be determined by arbitration pursuant to the provisions of the California Code of Civil Procedure.

4.3 Additional Rent. County shall pay, as Additional Rent, all sums of money required to be paid pursuant to the terms of this Lease which are not payable as Base Monthly Rent, collectively referred to herein as "Additional Rent." If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as Additional Rent with the next installment of Base Monthly Rent thereafter falling due, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of City. All amounts of Base Monthly Rent and Additional Rent payable in a given month shall be deemed to comprise a single rent obligation of County to City.

4.4 Delivery of Rent Payments. All rent due under this Lease shall be made payable to the City of El Cajon, and shall be considered paid when delivered to:

City of El Cajon  
200 East Main Street  
El Cajon, CA 92020

provided, however, that City may, at any time, by written notice to County, designate a different address to which County shall deliver the rent payments. City may, but is not obligated to, send monthly rent invoices to County.

4.5 Failure to Pay Base Monthly Rent or Additional Rent; Late Charge.

(a) If County fails to pay rent due hereunder within fifteen (15) days of the time it is due and payable, such unpaid amounts shall bear interest at the rate of ten percent (10%) per year from the date due to the date of payment, computed on the basis of actual days elapsed compared to a 360-day year. In addition to such interest, the late payment by County of any monthly rental due hereunder will cause City to incur certain costs and expenses not contemplated under this Lease, the exact amount of which costs being extremely difficult or impracticable to fix. Such costs and expenses will include, without limitation, administrative and collection costs, and processing and accounting expenses. Therefore, if any such monthly rental is not postmarked or received by City from County within fifteen (15) days of the Due Date, or the first business day thereafter, County shall immediately pay to City a late charge equal to five percent (5%) of such overdue amount. This late charge represents a reasonable estimate of such costs and expenses and is fair compensation to City for its loss caused by County's nonpayment.

Should County pay said late charge but fail to pay contemporaneously therewith all unpaid amounts of rent due hereunder, City's acceptance of this late charge shall not constitute a waiver of County's default with respect to such nonpayment by County nor prevent City from exercising all other rights and remedies available to City under this Lease or under law.

(b) In the event of a dispute between the parties as to the correct amount of Base Monthly Rent or Additional Rent owed by County, City may accept any sum tendered by County in payment thereof, without prejudice to City's claim as to the proper amount of rent owing. If it is later determined that County has not paid the full amount of rent owing, the late charge specified herein shall apply only to that portion of the rent still due and payable from County. Notwithstanding any provision of this Section to the contrary, however, City's Lease Administrator may waive any late charge or interest upon the written recommendation of the Director.

## **ARTICLE 5 SECURITY DEPOSIT**

**(INTENTIONALLY DELETED)**

## **ARTICLE 6 POSSESSION AND USE**

6.1 Permitted Uses. County shall use or allow the use of the Premises solely for administrative and office work for the County's Department of Environmental Health and the office of the District Attorney, provided, however, that the use shall not include the District Attorney's "gang unit" or any similar division or units of the District Attorney, which may pose a security risk on the Premises or in the City's City Hall offices. No other entities shall be permitted to use the Premises. Non-compliance with the use restrictions in this Clause shall constitute a material breach of this Lease.

6.1.1 Leasehold Management. It is expressly understood that County is solely responsible to City for management and control of all activities on the leasehold. A leasehold manager shall be designated in writing by County to City and shall have full operational responsibility for compliance with the terms and conditions of this Lease.

6.2 Duties and Prohibited Conduct. County shall operate and manage the services and facilities, which are subject to this Lease, in a competent and efficient manner at least comparable, in the opinion of the Director, to other operations of similar type. Where County is reasonably in doubt as to the propriety of any particular use, County may request the written determination of City's Lease Administrator that such use is or is not permitted, and County will not be in breach or default under this Lease if County abides by such determination. Notwithstanding the foregoing, however, County shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance. County shall not use, or permit any person or persons to use, the Premises for the sale or display of any goods and/or services, which in the sole discretion of City are inconsistent with the permitted uses of the Premises pursuant to this Lease. County shall keep the Premises, and every part thereof, in a decent, safe and sanitary

condition, free from any objectionable noises or odors, except as may be typically present for the permitted uses specified above, and shall comply with all local, State and Federal ordinances and regulations in all respects. County shall deposit all trash and rubbish of County only within receptacles provided by County and located in the areas designated by City. County shall not allow or permit installation of any billboards or advertising signs, or aerials or antennas, upon the Premises.

### 6.3 Compliance with Laws.

a. County, at County's sole expense, shall procure, maintain and hold available for City's inspection any governmental license or permit required for the proper and lawful conduct of County's business. County shall not use the Premises for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations and requirements of the State of California, or the City of El Cajon, or of other lawful authorities. County shall, at County's expense, comply promptly with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Term, regulating the use by County of the Premises. The final judgment of any court of competent jurisdiction, or the admission of County or any sublessee or permittee in any action or proceeding against them or any of them, whether or not the City is a party to such action or proceeding, that County, or any such sublessee or permittee, has violated any such ordinance, law, statute, regulation, covenant, restriction or requirement pertaining to the use of the Premises, shall be conclusive as to that fact as between City and County.

b. Notwithstanding any other provision of this Lease to the contrary, City shall be responsible for payment of all costs of complying with the requirements of the Americans with Disabilities Act of 1990 ("ADA") (42 USCS §§ 12101-12213), Title 24 of the California Code of Regulations ("Title 24") and California Civil Code § 54.1 as they may apply to that portion of the Premises under the control of County. City's obligations hereunder shall include, without limitation, all costs of bringing the Premises into compliance, and thereafter maintaining such compliance, with the requirements of Title III of the ADA ("Title III") (42 USCS §§ 12181 - 12189) applicable during the Term to public accommodations and commercial facilities, irrespective of whether or not the particular requirements of such compliance (i) are specifically required by County's intended use of the Premises, or (ii) may also be required of City under Title II of the ADA ("Title II") (42 USCS §§ 12131 - 12165). City shall be responsible for compliance with ADA, Title 24, Title II and Title II, with respect to all elevators, access to El Cajon City Hall, parking at El Cajon City Hall, and all sidewalks adjacent to the El Cajon City Hall.

c. County's duty to comply with applicable laws and regulations shall include compliance with any and all zoning and land use regulations applicable to the Premises and County's intended use thereof ("Land Use Regulations"). City's execution of this Lease shall in no way be deemed to constitute a determination by City that County's intended use of the Premises comply with applicable Land Use Regulations, nor shall it infer any such conclusion by City, even if City is the agency which enacts or implements the Land Use Regulations applicable to the Premises.

6.4 Stormwater and Non-Stormwater Discharges. The Site is subject to federal, state and local laws regarding the discharge of pollutants into the stormwater conveyance system in stormwater and non-stormwater. The programs established by these laws regulate existing activities, the construction process, and impose design requirements on new development and redevelopment. The development related parts of the local stormwater program implement a region-wide model plan, the Standard Urban Stormwater Management Plan or "SUSMP". In addition to the SUSMP, City has developed a Stormwater Pollution Prevention Plan (SWPPP) for the City that provides for the elimination of prohibited non-stormwater discharges and the prevention of stormwater pollution through the development, installation, implementation and maintenance of pollution prevention measures, source control measures, and Best Management Practices (BMPs). BMPs can include operational practices; water or pollutant management practices; physical site features; or devices to remove pollutants from stormwater, to affect the flow of stormwater or to infiltrate stormwater to the ground.

County is required and agrees to use and operate the Premises in accordance with all applicable federal, state and local laws restricting the discharge of non-stormwater at or from the Site, if applicable; and all such laws, regulations, or local guidance requiring pollution prevention measures, source control measures, or the installation or use of BMPs. County further agrees to develop, install, implement and/or maintain at County's sole cost and expense, any BMPs or similar pollution control devices required by federal, state and/or local law and any implementing regulations or guidance related to any tenant improvements by County. County further agrees to conform to the specifications in Chapter 13.10 (Stormwater Management and Discharge Control) of the City of El Cajon Municipal Code, (whether or not that City ordinance is legally applicable to County at this Site) and to the specifications in the SWPPP for the Site as the same may be amended from time to time by the City Council.

County understands and acknowledges that the stormwater and non-stormwater requirements applicable to the City and to County may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in County's activities or development or redevelopment by County or City. City may amend the SWPPP for the Site in response to such changes, or to implement any City program for stormwater and non-stormwater management at the Site. County agrees to develop, install, implement, and maintain such additional BMPs and/or other pollution control practices for the tenant improvements by County, at County's sole cost and expense. To the extent there is a conflict between any federal, state or local law, City ordinances, any applicable SUSMP, or the SWPPP for the Site, County shall be obligated to comply with the more restrictive provision. County shall provide City with unrestricted access to the Premises and/or all pertinent records upon seven (7) days written notice for the purpose of monitoring the implementation and maintenance of required BMPs and/or other pollution control devices at the Premises. Failure to provide City with access or to implement, develop, install, and maintain any pollution control practices or BMPs required by this Section shall constitute a material breach of this Lease.

6.5 Substance Abuse. County and its employees and agents shall not use or knowingly allow the use of the Premises for the purpose of unlawfully selling, serving, using, storing, transporting, keeping, manufacturing or giving away alcoholic beverages or any

"controlled substance," precursor or analog specified in Division 10 of the California Health and Safety Code, and violation of this prohibition shall be grounds for immediate termination of this Lease.

6.6 Control of Premises. Failure of County to exercise control of the use of Premises to conform to the provisions of this Article shall constitute a material breach of this Lease and as such shall be grounds for termination.

6.7 Parking Availability. This County shall also be entitled to utilize, on a non exclusive, non priority basis, 50 (fifty) parking spaces in the area now designated as "Permit Parking Only". Parking spaces will not be available on the Site during the period of construction of City's planned public safety facility, which is anticipated for construction to begin in January of 2009, and is anticipated for completion in December of 2010. However, City affirms that it is negotiating for temporary parking during the period of construction. All vehicles using the allowed parking shall prominently display a placard, supplied by the City, or be subject to citation and towing. The misuse of the parking lot by County's employees may result in the forfeiture of a parking space or of a parking placard.

Following completion of the City's public safety facility County shall be entitled to utilize up to fifty (50) parking spaces in a secure parking garage constructed as part of the City's public safety facility, or any other multi-level parking facility in proximity to the Premises, on the same terms and conditions set forth above, provided, however that the annual rent for this Lease shall be adjusted to reflect the difference between the fair market value of the leased spaces prior to construction and the fair market value of newly constructed leased spaces in either a secure or a multi-level garage or at County's election, City will provide 50 reserved surface parking spaces in proximity to the premises at no additional rental cost.

## **ARTICLE 7 UTILITIES**

City shall provide and pay for all initial utility deposits and fees, and for all utilities and services necessary for its use and occupancy of the Premises during the Term, including but not limited to gas, water, electricity, and sewer charges. County shall be responsible for all telephone services and charges. Upon receipt of a copy of actual bills for such services, County will pay to City, as Additional Rent, its pro rata share of the cost of such services, which is calculated by the parties at 16.43% of each of the utilities paid quarterly. City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services. City shall have the right, at no charge from County, to connect to any water, sewer, electrical, gas and communications lines as are now or may hereafter be installed on the Premises, and shall have all necessary rights of access to construct and service such connections; provided, however, that County shall have no obligation to pay any additional service fees or charges assessed by any governmental agency, or public or private utility company, for City's use of such connections.

**ARTICLE 8  
MECHANICS' LIENS**

8.1 Mechanics' Liens. County shall pay, or cause to be paid, all costs for work done by it, or caused to be done by it, on the Premises, and for all materials furnished for or in connection with any such work. If any lien is filed against the Premises, County shall cause the lien to be discharged of record within ten (10) days after it is filed. County shall indemnify, defend and hold City harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for County or persons claiming under County.

8.2 Contest of Lien. If County shall desire to contest any lien filed against the Premises, it shall, at the option of the Director, furnish City, within the ten-day period following filing of the lien, security reasonably satisfactory to City of at least one hundred fifty percent (150%) of the amount of the lien, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount, conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, County shall immediately pay and satisfy the same.

8.3 Right to Cure. If County shall be in default in paying any charge for which a mechanics' lien claim and suit to foreclose the lien have been filed, and shall not have given City security to protect the Premises and City from liability for such claim of lien, City may (but shall not be required to) pay said claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from County to City as additional rent.

8.4 Notice of Lien. Should any claim of lien be filed against the Premises, or any action against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall immediately give the other party written notice thereof.

8.5 Notice of Nonresponsibility. City or its representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep posted thereon notices of nonresponsibility or such other notices which City may deem to be proper for the protection of City's interest in the Premises. County shall, before the commencement of any work, which might result in any such lien, give to City written notice of its intention to do so in sufficient time to enable posting of such notices.

**ARTICLE 9  
SECURITY**

9.1 County shall be responsible for and shall provide for the security of the Premises, and, except as provided in paragraph 9.2, below, City shall have no responsibility therefor. County may install such additional security equipment on the Premises in a manner designed, in the Director's judgment, to prevent unauthorized access to the Premises, while

permitting City access to the Premises for those purposes contemplated in this Lease, and County shall prevent unauthorized access.

9.2 Notwithstanding County's responsibility for providing security of the Premises, County shall reimburse City, as Additional Rent, the pro-rated cost of security of Site as set forth in Exhibit "C", "Security System Costs." County shall further cooperate with City in the implementation of the security systems for the Site, and shall comply with all reasonable rules and procedures adopted by City from time-to-time for access to the Premises both during regular business hours and outside regular business hours.

**ARTICLE 10**  
**COUNTY'S RIGHT TO MAKE IMPROVEMENTS;**  
**PERSONAL PROPERTY; FIXTURES**

10.1 Improvements. With the prior written approval, and at the sole discretion, of the Director, County may, at County's own expense, from time to time make such permanent and nonstructural alterations, replacements, additions, changes, and/or improvements (collectively referred to in this Lease as "Improvements") to the Premises as County may find necessary or convenient for its purposes; provided, however, that the value of the Premises is not thereby diminished. In no event shall County make or cause to be made any penetration into or through the roof or floor of any structure on the Premises without obtaining the prior written approval therefor from the Director and by the appropriate building/inspection department having jurisdiction over the Premises.

10.2 Construction Requirements. All Improvements to be made to the Premises shall be made under the supervision of a competent architect or licensed structural engineer and made in conformity with plans and specifications approved in writing by the Director (See Exhibit D "Plans and Specifications for the Premises"), before commencement of any work. In connection therewith, County shall provide a minimum of three (3) sets of working drawings or plans showing any planned Improvements, for City's approval, prior to commencing work. All work with respect to any Improvements must be done in a good and workmanlike manner, commenced within ninety (90) days following receipt of approval therefor from the Director, and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Upon completion of such work, County shall have recorded in the office of the San Diego County Recorder a Notice of Completion, as required or permitted by law, and County shall deliver to City, within ten (10) days after completion of said work, a copy of the Notice of Occupancy and the building permit with respect thereto. Within sixty (60) days following completion of an Improvement, County shall provide the City with two (2) complete sets of "as-built" plans of such Improvement. Any such Improvements shall be performed and done strictly in accordance with the laws and ordinances relating thereto. City shall approve the County's contractors' work schedule to include access, elevators protection and usage, and hours to be on site.

10.3 City's Costs; Indemnity. County shall reimburse City for all reasonable out-of-pocket costs and expenses not to exceed \$2,500 (including, without limitation, any architect and/or engineer fees) incurred by City in approving or disapproving County's plans for



Improvements. County shall, but only to the extent permitted by law, be liable for and shall indemnify and defend City from any claim, demand, lien, loss, damage or expense, including reasonable attorneys' fees and costs, arising from County's construction or installation of any Improvements permitted under this Article.

10.4 Personal Property. Subject to the provisions of the following Section, entitled "Fixtures", all of County's trade fixtures, furniture, furnishings, signs and other personal property not permanently affixed to the Premises (collectively referred to as "Personal Property" in this Lease) shall remain the property of County. County shall, at its expense, immediately repair any damage occasioned to the Premises by reason of the removal of any such Personal Property.

10.5 Fixtures. All Improvements constructed by County, together with all other fixtures, excepting County's trade fixtures, permanently attached to the Premises (collectively referred to in this Lease as "Fixtures") shall become the property of City upon expiration or earlier termination of this Lease. Notwithstanding the foregoing, City may require County to remove any Fixtures at County's own expense upon termination of this Lease. Any damage to the Premises occasioned thereby shall be repaired by County in a good and workmanlike manner and the Premises shall be left in as good order and condition as when County took possession thereof, reasonable wear and tear and damage by the elements excepted. In the event County does not remove any Fixtures, Improvements or equipment following direction by City, City may remove, sell or destroy the same, and County shall pay to City the reasonable cost of such removal, sale or destruction, together with the reasonable cost of repair of damages to City's property or improvements or to the Premises resulting therefrom.

10.6 Signs and Lighting. County shall not construct nor permit the erection of any signs on the Premises without the prior written approval of the Director. County shall submit sketches of proposed signs to the Director for approval showing size, materials, colors and location. Such signs must conform to the laws or ordinances of the City.

## ARTICLE 11 TAXES, ASSESSMENTS AND FEES

11.1 Responsibility for Payment of Taxes and Assessments. City shall not be obligated to pay any taxes or assessments accruing against County on the Premises or any interest of County therein before, during, or after the Term, or any extension thereof; all such payments shall be the sole responsibility of County. In addition, County shall be solely responsible for payment of any taxes or assessments levied upon any Improvements, Fixtures or Personal Property located on the Premises, to the extent that such taxes or assessments result from the business or other activities of County upon, or in connection with, the Premises.

11.2 Definition of "Taxes". As used herein, the term "taxes" means all taxes, governmental bonds, special assessments, Mello-Roos assessments, charges, rent income or transfer taxes, license and transaction fees, including, but not limited to, (i) any state, local, federal, personal or corporate income tax, or any real or personal property tax, (ii) any estate inheritance taxes, (iii) any franchise, succession or transfer taxes, (iv) interest on taxes or penalties resulting from City's failure to pay taxes, (v) any increases in taxes attributable to the

sale of County's leasehold interest in the Premises, or (vi) any taxes which are essentially payments to a governmental agency for the right to make improvements to the Premises.

11.3 Creation of Possessory Interest. Pursuant to the provisions of Revenue and Taxation Code Section 107.6, County is hereby advised that the terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in County, County may be subjected to the payment of real property taxes levied on such interest. County shall be solely responsible for the payment of any such real property taxes. County shall pay all such taxes when due, and shall not allow any such taxes, assessments, or fees to become a lien against the Premises or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit County from contesting the validity of any such tax, assessment, or fee in a manner authorized by law.

## **ARTICLE 12 REPAIRS; MAINTENANCE**

12.1 Acceptance of Premises. County acknowledges that County has made a thorough inspection of the Premises prior to the Commencement Date of this Lease, and that it accepts the Premises as of the Commencement Date in their condition at that time. County further acknowledges that City has made no oral or written representations or warranties to County regarding the condition of the Premises, and that County is relying solely on its inspection of the Premises with respect thereto.

12.2 County's Repair and Maintenance Obligations. County shall at all times from and after the Commencement Date, at its own cost and expense, repair, maintain in good and tenantable condition and replace, as necessary, the Premises, and the following as applicable: all Fixtures and other equipment installed in the Premises; all interior glass installed in the Premises; all signs, locking and closing devices; all interior window sashes, casements and frames; doors and door frames (except for the painting of the exterior surfaces thereof); floor coverings; and all such items of repair, maintenance, alteration, improvement or reconstruction as may be required at any time or from time to time by a governmental agency having jurisdiction thereof. County's obligations hereunder shall apply regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, except for the fault of County, its agents, employees, invitees, visitors, sublessees or contractors. All replacements made by County in accordance with this Section shall be of like size, kind and quality to the items replaced and shall be subject to prior written approval by the Director. Upon surrender of the Premises, County shall deliver the Premises to City in good order, condition and state of repair, but shall not be responsible for damages resulting from ordinary wear and tear. County shall, at its expense, provide proper containers for trash, garbage, and waste of all kind and character on the Premises, and shall maintain all trash receptacles and trash areas in a safe, clean, orderly and first-class condition. Except as provided in Section 12.2.1, below, trash removal shall be the responsibility of City.

12.2.1 Janitorial Services. County shall provide, at its sole expense, all janitorial services, which may be required by County's occupancy. County further expressly agrees to maintain the Premises in a safe, clean, wholesome and sanitary condition to the

satisfaction of the Director and in compliance with all applicable rules and laws. County shall keep the Premises free and clear of rubbish and litter to the satisfaction of the Director.

City reserves the right for its agents or employees to enter upon and inspect the Premises at any and all reasonable times to ascertain whether the above described standards are maintained.

12.3 County's Failure to Maintain. If County refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to City, City shall have the right, upon giving County reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of County. If City makes or causes any such repairs to be made or performed, as provided for herein, County shall pay the cost thereof to City, as Additional Rent, promptly upon receipt of an invoice therefor.

12.4 Right to Enter. County shall permit City, or its authorized representatives, to enter the Premises at all times during usual business hours to inspect the same, and to perform any work therein (a) that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, (b) that City may deem necessary to prevent waste or deterioration in connection with the Premises, and (c) that City may deem necessary in connection with the expansion, reduction, remodeling, protection or renovation of any City-constructed or owned facilities on or off of the Premises or the Site. Nothing herein contained shall imply any duty on the part of City to do any such work, which under any provision of this Lease, County may be required to do, nor shall City's performance of any repairs on behalf of County constitute a waiver of County's default in failing to do the same. No exercise by City of any rights herein reserved shall entitle County to any compensation, damages or abatement of rent from City for any injury or inconvenience occasioned thereby.

12.5 Annual Leasehold Compliance Surveys. In addition to City's right to enter pursuant to Section 12.4, above, County acknowledges and accepts City's right and intent to conduct periodic, but not more frequently than annual, Leasehold Compliance Surveys (Surveys). Said Surveys shall be scheduled at a mutually convenient time for City and County, following written notice by City of its intent to conduct a Survey. Said Survey will focus on, but not be limited to, the condition of all leasehold improvements for proper maintenance and building code compliance, and compliance with laws. County agrees to cooperate with City, or its authorized representative, during the Survey process and provide access to all areas of the Premises, both interior and exterior. In the event City, or its authorized agent, is not able to access all areas of the premises during the time of the scheduled Survey, County will reschedule a mutually convenient time for a follow up survey to allow access to areas inaccessible during the initial Survey appointment, and County agrees to compensate City for the personnel cost of the follow up Survey at the rate of \$50 for each hour of such follow up Survey. Refusal by County to provide access to all areas of the Premises shall be considered a material breach of the Lease and grounds for termination.

12.6 City Not Obligated to Repair or Maintain; County's Waiver of California Civil Code § 1942. To the extent that any remedies specified in this Lease conflict or are inconsistent

with any provisions of California Civil Code Section 1942 ("CCC §1942"), or any successor statute thereto, the provisions of this Lease shall control. County specifically waives any right it may have pursuant to CCC §1942 to effect maintenance or repairs to the Premises and to abate the costs thereof from rent due to the City under this Lease.

### **ARTICLE 13 INDEMNIFICATION AND INSURANCE**

13.1 Definition of "County Parties" and "City Parties. For purposes of this ARTICLE 13, the term "County Parties" refers singularly and collectively to County and County's officers, members, partners, agents, employees, and independent contractors as well as to all persons and entities claiming through any of these persons or entities. The term "City Parties" refers singularly and collectively to City and its officers, directors, affiliated entities, personal representatives, assigns, licensees, invitees, agents, servants, employees, and independent contractors of these persons or entities.

13.2 [RESERVED]

13.3 Defense and Indemnity.

13.3.1 Claims Arising From Sole Acts or Omissions of County. The County of San Diego (County) hereby agrees to defend and indemnify City of El Cajon ("City"), its elected and appointed officials, officers, agents and employees (hereinafter collectively referred to in this paragraph as City), from any claim, action or proceeding against City, arising solely out of the acts or omissions of County in the performance of this Lease Agreement. At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Lease Agreement. City shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

13.3.2 Claims Arising From Sole Acts or Omissions of City. City hereby agrees to defend and indemnify the County of San Diego, its elected and appointed officials, officers, agents, and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of City in the performance of this Lease Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this Lease Agreement. County shall notify City promptly of any claim, action or proceeding and cooperate fully in the defense.

13.3.3 Claims Arising From Concurrent Acts or Omissions. The County of San Diego ("County") hereby agrees to defend itself, and City hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and City. In such cases, County and City agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 13.3.5, Reimbursement and/or Reallocation, below.

13.3.4 Joint Defense. Notwithstanding paragraph 13.3.3, Claims Arising From Concurrent Acts or Omissions, above, in cases where County and City agree in writing to a joint defense, County and City may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of City and County. Joint defense counsel shall be selected by mutual agreement of County and City. County and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and City further agree that neither party may bind the other to a settlement agreement without the written consent of both County and City.

13.3.5 Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

13.3.6 Definition of Claims. For purposes of this Lease, "Claims" means any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and attorneys' fees actually incurred).

13.3.7 Type of Injury or Loss. This indemnification extends to and includes Claims for:

- (a) Injury to any persons (including death at any time resulting from that injury);
- (b) Loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction); and
- (c) All economic losses and consequential or resulting damage of any kind.

13.3.8 [Reserved]

13.3.9 Indemnification Independent of Insurance Obligations. The indemnification provided in this Article 13 (INDEMNIFICATION AND INSURANCE) may not be construed or interpreted as in any way restricting, limiting, or modifying County's insurance or other obligations under this Lease and is independent of County's insurance and other obligations. County's compliance with the insurance requirements and other obligations under this Lease shall not in any way restrict, limit, or modify County's indemnification obligations under this Lease.

13.3.10 Survival of Indemnification. The clauses of this Section 13.3 shall survive the expiration or earlier termination of this Lease until all claims against City Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

13.4 Insurance. County and City shall both provide and maintain, during the Term and for such other period as may be required herein, at its sole expense, insurance in the amounts and form specified in this Article 13 (INDEMNIFICATION AND INSURANCE) and in EXHIBIT "B" (INSURANCE REQUIREMENTS) attached hereto.

13.4.1 Compliance with Insurer Requirements. County shall, at County's sole expense, comply with all requirements, guidelines, rules, orders, and similar mandates and directives pertaining to the use of the Premises, whether imposed by County's insurers, City's insurers, or both. If County's business operations, conduct, or use of the Premises cause any increase in the premium for any insurance policies carried by City, County shall, within ten (10) business days after receipt of written notice from City, reimburse City for the increase. County shall, at County's sole expense, comply with all rules, orders, regulations, or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and of any similar body.

13.4.2 City's Insurance Obligations. City maintains a policy of All-Risk Insurance covering the City's personal property in the Premises, including any fixtures or equipment in the Premises owned by City. The City utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out of its use or ownership.

13.5 County's Insurance Obligations. County maintains a policy of All-Risk Insurance covering the County's personal property in the Premises, including any fixtures or equipment in the Premises owned by County. The County utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out of its use or occupancy.

13.5.1 Insurance Independent of Indemnification. The insurance requirements set forth in this Section are independent of County's indemnification and other obligations under this Lease and shall not be construed or interpreted in any way to restrict, limit, or modify County's indemnification, and other obligations or to limit County's liability under this Lease.

## ARTICLE 14 HAZARDOUS MATERIALS

14.1 Hazardous Materials Laws - Definition. As used in this Section, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., § 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., § 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., § 6901 et seq.), and the California Environmental Quality Act of 1970, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions.

14.2 Hazardous Materials - Definition. As used in this Section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

(a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

(b) is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

(c) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or

(d) is any other material or substance giving rise to any liability, responsibility or duty upon the City or County with respect to any third person under any Hazardous Materials Law.

14.3 County's Representations and Warranties. County represents and warrants that, during the Term or any extension thereof, or for such longer period as may be specified herein, County shall comply with the following provisions of this Section unless otherwise specifically approved in writing by City's Lease Administrator.

(a) County shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Premises by County, its agents, employees, sublessees, assigns, contractors or invitees, except as required by County's permitted use of the Premises, as described in Section 6.1 (Permitted Uses).

(b) Any handling, transportation, storage, treatment or usage by County of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws.

(c) Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Premises following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Premises by County at its sole expense, and any such discharge shall be promptly reported in writing to City, and to any other appropriate governmental regulatory authorities.

(d) No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by County in the Premises.

(e) County shall promptly supply City with copies of all notices, reports, correspondence, and submissions made by County to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local,

state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws;

(f) County shall promptly notify City of any liens threatened or attached against the Premises pursuant to any Hazardous Materials' Law. If such a lien is filed against the Premises, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Premises pursuant to the lien, County shall either: (a) pay the claim and remove the lien from the Premises, or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to City in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to City in an amount not less than that which is sufficient to discharge the claim from which the lien arises at the end of this Lease.

(g) At the end of this Lease, County shall surrender the Premises to City free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Premises.

14.4 Indemnification by County. County (and, if applicable, each of its general partners) and its successors, assigns, and guarantors, if any, jointly and severally agree, to the extent permitted by law, to protect, indemnify, defend (with counsel selected by City), reimburse and hold City and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs or expenses (known or unknown, contingent or otherwise), liabilities (including sums paid in settlement of claims), personal injury (including wrongful death), property damage (real or personal) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be selected by City) which arise during or after the Term from or in connection with the presence or suspected presence of Hazardous Materials anywhere in the Premises. Without limiting the generality of the foregoing, the indemnification provided by this Section shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials on the Premises, and the release or discharge of Hazardous Materials by County during the course of County's alteration or improvement of the Premises.

14.5 Remedies Cumulative; Survival. The provisions of this Article shall be in addition to any and all obligations and liabilities County may have to City at common law, and any remedies and the environmental indemnities provided for herein shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

14.6 Inspection. City and City's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by City, may (but without the obligation or duty so to do), at any time and from time to time, on reasonable notice to County (except in the event of an emergency in which case no notice shall be required), inspect the Premises to determine whether County is complying with County's obligations set forth in this Article, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours



as City and County may agree. If County is not in compliance, City shall have the right, in addition to City's other remedies available at law and in equity, to enter upon the Premises immediately and take such action as City in its sole judgment deems appropriate to remediate any actual or threatened contamination caused by County's failure to comply. City will use reasonable efforts to minimize interference with County's use of Premises but will not be liable for any interference caused by City's entry and remediation efforts. Upon completion of any sampling or testing City will (at County's expense if City's actions are a result of County's default under this Section) restore the affected area of the Premises from any damage caused by City's sampling and testing.

## **ARTICLE 15 ASSIGNMENT, SUBLETTING AND ENCUMBRANCES**

County shall not encumber the Premises or any appurtenances thereto and shall not assign its interest in this Lease. County shall not sublet the Premises.

## **ARTICLE 16 DEFAULTS BY COUNTY; CITY'S REMEDIES**

16.1 Events of Default. The occurrence of any of the following shall constitute a default by County and a breach of this Lease:

(a) Failing or refusing to pay any amount of Base Monthly Rent or Additional Rent when due, or to provide services in lieu of rent, in accordance with the provisions of this Lease, and the default continues for ten (10) days after notice from City; provided, however, that County will not be entitled to more than two (2) notices for default in payment of rent during any twelve-month period, and if, within twelve (12) months after any such notice, any rent is not paid when due, an event of default will have occurred without further notice;

(b) Failing or refusing to occupy and operate the Premises in accordance with the provisions of this Lease;

(c) Failing or refusing to perform fully and promptly any covenant or condition of this Lease, other than those specified in subparagraphs (a) and (b) above, the breach of which County is capable of curing after reasonable notice from City;

(d) Maintaining, committing or permitting on the Premises waste, a nuisance, or use of the Premises for an unlawful purpose, or assigning or subletting this Lease;

(e) Failing or refusing to permit City access to all areas of the Premises as set forth in Section 12.5 (Annual Leasehold Compliance Surveys) above;

16.2 Notices. Following the occurrence of any of the defaults specified in the preceding Section, City shall give County a written notice specifying the nature of the default and the provisions of this Lease breached and demanding that County either fully cure each such

default within the time period specified in the subparagraphs below or quit the Premises and surrender the same to City:

(a) For nonpayment of Base Monthly Rent or Additional Rent, five (5) working days;

(b) For a curable default, a reasonable period not to exceed ten (10) working days, provided, however, that if such default cannot be cured within said time period, County shall be deemed to have cured such default if County so notifies City in writing, commences cure of the default within said time period, and thereafter diligently and in good faith continues with and actually completes said cure; and

(c) For a noncurable default, City shall give County a written notice specifying the nature of the default and the provisions of this Lease breached and City shall have the right to demand in said notice that County, and any subtenant, quit the Premises within five (5) working days.

To the extent permitted by applicable State law, the time periods provided in this Section for cure of County's defaults under this Lease or for surrender of the Premises shall be in lieu of, and not in addition to, any similar time periods described by California law as a condition precedent to the commencement of legal action against County for possession of the Premises.

16.3 City's Rights and Remedies. Should County fail to cure any such defaults within the time periods specified in the immediately preceding Section, or fail to quit the Premises as required thereby, City may exercise any of the following rights without further notice or demand of any kind to County or any other person, except as may otherwise be required by applicable California law:

(a) The right of City to terminate this Lease and County's right to possession of the Premises and to reenter the Premises, take possession thereof and remove all persons therefrom, following which County shall have no further claim on the Premises or under this Lease;

(b) The right of City without terminating this Lease and County's right to possession of the Premises, to reenter the Premises and occupy the whole or any part thereof for and on account of County and to collect any unpaid rents and other charges, which have become payable, or which may thereafter become payable pursuant to California Civil Code Section 1951.4; or

(c) The right of City, even though it may have reentered the Premises in accordance with the immediately preceding subparagraph (b) of this Section, to elect thereafter to terminate this Lease and County's right to possession of the Premises.

Should City have reentered the Premises under the provisions of subparagraph (b) of this Section, City shall not be deemed to have terminated this Lease, the liability of County to pay rent or other charges thereafter accruing, or County's liability for damages under any of the

provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless City shall have notified County in writing that it has so elected to terminate this Lease and County's right to possession. County further covenants that the service by City of any notice pursuant to the unlawful detainer statutes of the State of California and the surrender of possession pursuant to such notice shall not (unless City elects to the contrary at the time of, or at any time subsequent to, the serving of such notice and such election is evidenced by a written notice to County) be deemed to be a termination of this Lease. In the event of any reentry or taking possession of the Premises as aforesaid, City shall have the right, but not the obligation, at County's expense, to remove therefrom (i) all or any part of any buildings or structures placed on the Premises by County or its agents, and (ii) any or all merchandise, Fixtures or Personal Property located therein and to place the same in storage at a public warehouse at the expense and risk of County. The rights and remedies given to City in this Section shall be additional and supplemental to all other rights or remedies, which City may have under laws in force when the default occurs.

16.4 City's Damages. Should City terminate this Lease and County's right to possession of the Premises pursuant to the provisions of this Article 16 (DEFAULTS BY COUNTY; CITY'S REMEDIES), City may recover from County as damages any or all of the following:

(a) The worth at the time of award of any unpaid rent that had been earned at the time of such termination;

(b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of such rent loss that County proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rent loss that County proves could be reasonably avoided;

(d) Any other amount necessary to compensate City for all the detriment proximately caused by County's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, with limitation, any costs or expense incurred by City in (i) retaking possession of the Premises, including reasonable attorneys' fees therefor, (ii) maintaining or preserving the Premises after such default, (iii) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting, (iv) leasing commissions, and (v) any other costs necessary or appropriate to relet the Premises; and

(e) At City's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of California.

As used in subparagraphs (a) and (b) of this Section, the "worth at the time of award" is computed by allowing interest at the maximum rate allowed by California law. As used in subparagraph (c) of this Section, "the worth at the time of award" is computed by discounting

such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%).

All rent, other than Base Monthly Rent shall, for the purposes of calculating any amount due under the provisions of subparagraph (c) of this Section, be computed on the basis of the average monthly amount thereof accruing during the immediately preceding sixty (60) month period, except that, if it becomes necessary to compute such rent before such a sixty (60) month period has occurred, then such rent shall be computed on the basis of the average monthly amount hereof accruing during such shorter period.

16.5 Fixtures and Personal Property. In the event of County's default, all of County's merchandise, Fixtures and Personal Property shall remain on the Premises and, continuing during the length of said default, City shall have the right to take the exclusive possession of same and to use the same free of rent or charge until all defaults have been cured or, at its option, to require County to remove same forthwith.

16.6 City's Security Interest. To secure County's performance of any and all of County's obligations under this Lease, but only to the extent permitted by law, County hereby grants City an express first and prior contractual lien and security interest in County's merchandise, Fixtures and Personal Property located on the Premises, and also upon all proceeds of any insurance that may accrue to County by reason of the destruction or damage to such property. County waives the benefit of all exemption laws in favor of this lien and security interest. This lien and security interest is given in addition to City's statutory lien and is cumulative with it. Upon the occurrence of an event of default, these liens may be foreclosed with or without court proceedings by public or private sale, so long as City gives County at least fifteen (15) days' notice of the time and place of the sale. City shall have the right to become the purchaser if it is the highest bidder at the sale. To perfect said security interest, County shall execute and deliver to City such financing statements required by the applicable Uniform Commercial Code as City may request.

16.7 County's Waiver. Notwithstanding anything to the contrary contained in this Article, County waives (to the fullest extent permitted under law) any written notice (other than such notice as this Article specifically requires) which any statute or law now or hereafter in force prescribes be given County. County further waives any and all rights of redemption under any existing or future law in the event its eviction from, or dispossession of, the Premises for any reason, or in the event City reenters and takes possession of the Premises in a lawful manner.

16.8 Interest. Any amounts, other than rent, due from County under the provisions of this Lease which are not paid when due shall bear interest at the rate of four percent (4%) over the discount rate charged from time to time by the Federal Reserve Bank of San Francisco, but not to exceed the maximum rate which City is permitted by law to charge.

**ARTICLE 17**  
**DEFAULTS BY CITY; REMEDIES**

If City shall neglect or fail to perform or observe any of the terms, covenants, or conditions contained in this Lease on its part to be performed or observed within thirty (30) days after written notice of default or, when more than thirty (30) days shall be required because of the nature of the default, if City shall fail to proceed diligently to cure such default after written notice thereof, then City shall be liable to County for any and all damages sustained by County as a result of City's breach.

**ARTICLE 18**  
**ABANDONMENT**

County shall not vacate or abandon the Premises at any time during the term of this Lease nor permit the Premises to remain unoccupied for a period of longer than ninety (90) consecutive days during the term of this Lease. If County shall abandon, vacate or surrender the Premises, or be dispossessed by process of law, or otherwise, any Personal Property or Fixtures belonging to County and left on the Premises shall, at the option of City, be deemed abandoned. In such case, City may dispose of said Personal Property and Fixtures in any manner provided by California law and is hereby relieved of all liability for doing so. These provisions shall not apply if the Premises should be closed and business temporarily discontinued therein on account of strikes, lockouts, or similar causes beyond the reasonable control of County.

**ARTICLE 19**  
**BANKRUPTCY**

**(INTENTIONALLY DELETED)**

**ARTICLE 20**  
**DAMAGE OR DESTRUCTION**

20.1 Insured Casualty. Should the County's merchandise, Fixtures, improvements or personal property be damaged by fire, or other perils covered by the insurance County is required to carry under the terms of this Lease, County shall undertake to restore such merchandise, Fixtures, improvements or personal property to substantially the same condition as they were in immediately preceding such damage or destruction. In the event of a total destruction of the Premises so that the Premises are rendered unusable, either party shall have the right to terminate this Lease. If the parties to this Lease cannot agree upon the extent and amount of such damage or destruction, City shall promptly designate a certified architect, registered engineer, or licensed building contractor who shall determine such matters, and the determination of such architect, engineer, or contractor shall be final and binding upon the parties to this Lease.

20.2 Construction Provisions. In the event of any reconstruction of the Premises required of County pursuant to this Article, County shall, to the extent of available insurance proceeds, repair or rebuild such building and improvements to substantially the same condition

they were in immediately preceding such damage or destruction. County shall, to the extent of available insurance proceeds, also repair or replace its Personal Property situated upon the Premises which may have been damaged or destroyed by such cause as may in the opinion of City be necessary for the resumption by County of its business upon the Premises.

20.3 Abatement of Rent. In the event of reconstruction by County pursuant to this Article, County shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of County to pay Base Rent and Additional Rent shall remain in full force and effect. County shall not be entitled to any compensation or damages from City for loss of use of the whole or any part of the Premises, the building of which the Premises are a part, County's Personal Property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement. County hereby waives any statutory rights of termination, which may arise by reason of any partial or total destruction of the Premises.

20.4 Release of Liability. Upon any termination of this Lease under any of the provisions of this Article, the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to City, except for items, which have theretofore accrued and are then unpaid. In the event of termination of this Lease under this Article, all proceeds from County's insurance, but excluding proceeds for County's merchandise and Personal Property, shall be disbursed and paid to City. Monthly rent shall be apportioned and paid to the time of termination.

20.5 Uninsured Casualty. In the event the Premises are damaged by any flood, earthquake, act of war, nuclear reaction, nuclear radiation or radioactive contamination, or any other casualty not covered by County's insurance, and (i) the Premises are damaged or destroyed to the extent of more than twenty-five percent (25%) of their replacement cost, or (ii) the damage is such that the Premises cannot be repaired and restored within ninety (90) days after the casualty, County shall have the election, and shall within thirty (30) days following the date of such damage give City written notice of County's election, either to commence reconstruction of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect, or not to perform such reconstruction of the Premises, in which event this Lease shall cease and terminate upon County's notice of its election to terminate.

20.6 Major Destruction. Notwithstanding any of the foregoing provisions of this Article to the contrary, in the event that, (i) the Premises are damaged or destroyed to the extent of more than twenty-five percent (25%) of their replacement cost, or (ii) the damage is such that the Premises cannot be repaired and restored within ninety (90) days after the casualty, then City or County shall have the right to terminate this Lease upon thirty (30) days' prior written notice to either party.

## **ARTICLE 21 EMINENT DOMAIN**

21.1 Condemnation. If all of the Premises is taken under eminent domain proceedings by a party other than City, or, if less than all of the Premises is taken under such

proceeding and in the opinion of City's Lease Administrator the part taken substantially impairs the ability of County to use the remainder of the Premises for the purposes permitted by this Lease, then either City or County may terminate this Lease as of the date that the condemning authority takes possession by delivery of written notice of such election within twenty (20) days after such party has been notified of the taking or, in the absence thereof, within twenty (20) days after the condemning authority shall have taken possession.

21.2 Continuation of Lease After Condemnation. If this Lease is not terminated by City or County, it shall remain in full force and effect as to any portion of the Premises remaining, and:

(a) This Lease will end as of the date possession of the part is taken by the public entity as to the part of the Premises that is taken;

(b) Prepaid rent will be allocated in proportion to the relationship that the compensation paid to County and City by the public entity for the portion of the Premises condemned, including any amount paid to County for damages to the remainder of the Premises, bears to the value of the whole of the Premises as of the date possession of the part is taken by the public entity;

(c) Base Monthly Rent shall be reduced in proportion to the relationship that the compensation paid by the public entity for the portion of the Premises condemned, including any amount paid to County for damages to the remainder of the Premises, bears to the value of the whole of the Premises as of the date possession of the part is taken by the public entity; and

(d) At its cost, City shall restore so much of the remaining portion of the Premises as is required to create a reasonably sound architectural (or economically feasible) unit substantially suitable for the purposes for which they were used immediately before the taking, using good workmanship and new first class materials.

21.3 County's Award. In connection with any taking, County may prosecute its own claim by separate proceedings against the condemning authority for damages legally due to it (such as the loss of Fixtures that County was entitled to remove and moving expenses) only so long as County's award does not diminish or otherwise adversely affect City's award.

21.4 Allocation of Condemnation Award for a Total Taking of the Premises. All awards for the total taking of the Premises or proceeds from the sale made under the threat of the exercise of the power of eminent domain shall be the property of City, whether made as compensation for diminution of value of the leasehold estate, for the taking of the fee, or as severance damage; provided, however, that County shall be entitled to any award for (i) the value of County-constructed improvements minus depreciation of that percent per year which is determined by dividing 100 years by the length of the initial Term, and (ii) loss of or damage to County's trade fixtures, and removable personal property. Notwithstanding the foregoing, any amount of condemnation compensation due to County pursuant hereto shall go first, to City to satisfy (i) City's attorneys' fees, appraisal fees, and other costs incurred in prosecuting the claim

for the award, (ii) City's lost rent and the value of the reversion as of the ending date, and (iii) any financial obligations of County to City pursuant to the provisions of this Lease.

## **ARTICLE 22 SALE OR MORTGAGE BY CITY**

22.1 Sale or Mortgage. City may at any time, without the consent of County, sell, purchase, exchange, transfer, assign, lease, encumber or convey City's interest in whole or in part, in the Lease, the Premises, the realty underlying the Premises and/or any portion of or interest in the realty or improvements on the Premises (collectively referred to in this Article as a "Sale").

22.2 Release on Sale. From and after a Sale, City shall be released from all liability toward County and County's successors and assigns arising from this Lease because of any act, occurrence or omission of City occurring after such Sale.

## **ARTICLE 23 SUBORDINATION; ATTORNMENT**

23.1 Subordination. Without the necessity of any other document being executed and delivered by County, this Lease is and shall be junior, subject and subordinate to any existing or future permits, agreements, contracts or approvals issued by the United States of America or any local, State or federal agency affecting the control or operation of the Premises; County shall be bound by the terms and provisions of such permits, agreements, contracts or approvals. In addition, this Lease is and shall also be subject, subordinate and junior to all ground leases, mortgages, deeds of trust and other security instruments of any kind now covering the Premises, or any portion thereof.

23.2 Attornment. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by City covering the Premises, County shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as landlord under this Lease.

## **ARTICLE 24 CITY'S RIGHT OF ACCESS**

24.1 City's Right to Enter the Premises. City, its agents, employees, and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers or lessees, (c) determine whether County is complying with its obligations in this Lease (including its obligations with respect to compliance with Hazardous Materials Laws), (d) supply cleaning service and any other service that this Lease requires City to provide, (e) post notices of non-responsibility or similar notices, (f) make repairs that this Lease requires City to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Premises, provided, however, that all work will be done as promptly as reasonably possible and so as to cause as little interference to County as reasonably possible.



24.2 County's Waiver of Damages Claims. County waives any claim of injury or inconvenience to County's business, interference with County's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. If necessary, County shall provide City with keys to unlock all of the doors in the Premises (excluding County's vaults, safes, and similar areas designated in writing by County in advance). City will have the right to use any means that City may deem proper to open doors in the Premises and to the Premises in an emergency. No entry to the Premises by City by any means will be a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of County from the Premises, or any part of the Premises, nor will the entry entitle County to damages or an abatement of rent or other charges that this Lease requires County to pay. Notwithstanding any provision of this Lease to the contrary, however, should City's entry on the Premises temporarily interfere with the use of any or all of the Premises by County, City's Lease Administrator, in his or her sole discretion, may temporarily reduce the rental in proportion to the interference, as determined by City's Lease Administrator, with County's use of the Premises. Nothing in this Section shall apply to any actions in eminent domain, which shall be governed solely by Article 21 (EMINENT DOMAIN) above.

## **ARTICLE 25 QUIET ENJOYMENT**

If County is not in breach under the covenants made in this Lease, City covenants that County shall have peaceful and quiet enjoyment of the Premises without hindrance on the part of City. City will defend County in the peaceful and quiet enjoyment of the Premises against claims of all persons claiming through or under the City.

## **ARTICLE 26 HOLDING OVER**

If County remains in possession of the Premises, for any reason, after the expiration of the term of this Lease without executing a new Lease, or after City has declared a forfeiture by reason of a default by County, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease insofar as they are applicable to a month-to-month tenancy. The Base Monthly Rent payable during any period of holding over shall be equal to the Monthly Rent payable during the period immediately preceding County's holding over.

## **ARTICLE 27 NOTICES**

27.1 Notices. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be in writing, mailed or delivered to the other party at the addresses specified in Sections 1.1 ("Lessor") and Section 1.2 ("County") of Article 1 (SUMMARY OF BASIC LEASE PROVISIONS). Mailed notices shall be sent by United States Postal Service, certified or registered mail, postage prepaid and shall be deemed to have been given, delivered and

received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

27.2 Default Notices. Notwithstanding anything to the contrary contained within this Article, any notices City is required or authorized to deliver to County in order to advise County of alleged violations of County's covenants under this Lease must be in writing but shall be deemed to have been duly given or served upon County by City attempting to deliver at the Premises during normal business hours a copy of such notice to County or its managing employee and by City mailing a copy of such notice to County in the manner specified in the preceding Section.

## **ARTICLE 28 NONDISCRIMINATION**

County hereby covenants by and for itself, its successors, assigns and all persons claiming under or through it, that this Lease is made and accepted upon and subject to the condition that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises, nor shall County itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Premises.

## **ARTICLE 29 [RESERVED]**

## **ARTICLE 30 WAIVER OF RELOCATION ASSISTANCE BENEFITS**

30.1 Relocation Assistance Benefits. County is hereby informed and acknowledges the following:

(a) By entering into this Lease and becoming a tenant of City, County may become entitled to receipt of "relocation assistance benefits" ("Relocation Benefits") pursuant to the Federal Uniform Relocation Assistance Act (42 U.S.C. §§ 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code, §§ 7260 et seq.) (collectively, the "Relocation Statutes"), should City at some time make use of the Premises in such a way as to "displace" County from the Premises. Pursuant to the Relocation Statutes, City may then become obligated to make such payments to County even where such displacement of County does not otherwise constitute a breach or default by City of its obligations pursuant to this Lease.

(b) Under the Relocation Statutes in effect as of the Effective Date of this Lease, Relocation Benefits may include payment to such a "displaced person" of (i) the actual

and reasonable expense of moving himself or herself and a family, business, or farm operation, including personal property, (ii) the actual direct loss of reestablishing a business or farm operation, but not to exceed Ten Thousand Dollars (\$10,000), or (iii) payment in lieu of moving expenses of not less than One Thousand Dollars (\$1,000) or more than Twenty Thousand Dollars (\$20,000).

30.2 County's Waiver and Release of Relocation Benefits. In consideration of City's agreement to enter into this Lease, County hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of the City's assertion or exercise of its contractual rights to terminate this Lease pursuant to its terms, whether or not such rights are contested by County or any other entity, and releases City from any liability for payment of such Relocation Benefits; provided, however, that County does not waive its rights to Relocation Benefits to the extent that County's entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the City or any other public agency with respect to the Premises. County shall in the future execute any further documentation of the release and waiver provided hereby as City may reasonably require.

## **ARTICLE 31 RECORDS, ACCOUNTS AND AUDITS**

**(INTENTIONALLY DELETED)**

## **ARTICLE 32 GENERAL PROVISIONS**

32.1 Authority. County represents and warrants that it has full power and authority to execute and fully perform its obligations under this Lease pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Lease on behalf of County are the duly designated agents of County and are authorized to do so.

32.2 Brokers. County warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation and/or execution of this Lease. In the event any broker other than the brokers acknowledged in writing by City make claim for monies owed, County shall indemnify, defend and hold City harmless therefrom.

32.3 Captions. The captions, headings and index appearing in this Lease are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Lease.

32.4 City Approval. Except where stated herein to the contrary, the phrases "City's approval," and "City's written approval" or such similar phrases shall mean approval of City's Lease Administrator or said Administrator's representative as authorized by said Administrator in writing.

32.5 Cumulative Remedies. In the event of a default under this Lease, each party's remedies shall be limited to those remedies set forth in this Lease; any such remedies are

cumulative and not exclusive of any other remedies under this Lease to which the non-defaulting party may be entitled.

32.6 Entire Agreement. This Lease, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

32.7 Estoppel Certificate. County shall at any time during the term of this Lease, within five (5) business days of written notice from City, execute and deliver to City a statement in writing certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification. County's statement shall include other details requested by City, such as the date to which rent and other charges are paid, County's knowledge concerning any outstanding defaults with respect to City's obligations under this Lease and the nature of such defaults if they are claims. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrancer of the Premises. County's failure to deliver such statements within such time shall be conclusive upon County that this Lease is in full force and effect, except to the extent any modification has been represented by City, and that there are no uncured defaults in the City's performance, and that not more than one month's rent has been paid in advance.

32.8 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.

32.9 Force Majeure. In the event either party is prevented or delayed from performing any act or discharging any obligation hereunder, except for the payment of rent by County, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Lease or the City's occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from County's negligent operation or maintenance of the Premises ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto. However, nothing in this Section shall excuse County from the prompt payment of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

32.10 Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

32.11 Interpretation. The parties have each agreed to the use of the particular language of the provisions of this Lease, and any question of doubtful interpretation shall not be

resolved by any rule of interpretation providing for interpretation against the parties who cause an uncertainty to exist or against the draftsman.

32.12 Joint and Several Liability. If more than one person or entity executes this Lease as County, each of them is jointly and severally liable for all of the obligations of County hereunder.

32.13 County's Lease Administration. County confirms that County's Lease Administrator has been given full operational responsibility for compliance with the terms of this Lease. County shall provide City with a written schedule of its normal hours of business operation on the Premises and County's Lease Administrator or a representative designated thereby shall be available to City on a twenty-four (24) hour a day, seven (7) days a week, basis to resolve problems or answer question pertaining to this Lease and County's operations on the Premises.

32.14 Modification. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

32.15 Partial Invalidity. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Lease shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

32.16 Payments. Except as may otherwise be expressly stated, each payment required to be made by County shall be in addition to and not in substitution for other payments to be made by County.

32.17 Successors & Assigns. This Lease shall be binding on, and inure to the benefit of, the parties and their successors and assigns, all of whom shall be jointly and severally liable hereunder, except as may otherwise be provided herein.

32.18 Time of Essence. Time is of the essence of each and every provision of this Lease.

32.19 Waiver. No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by City of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. City's subsequent acceptance of partial rent or performance by County shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by County of any term, covenant or condition of this Lease or of any right of City to a forfeiture of the Lease by reason of such breach, regardless of City's knowledge of such preceding breach at the time of City's acceptance. The failure on the part of City to require exact or full and complete compliance with any of the covenants, conditions of agreements of this Lease shall not be construed as in any manner changing or waiving the terms of this Lease or as estopping City from enforcing in full the provisions hereof. No custom or

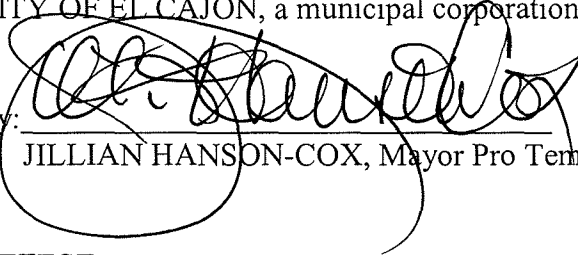
practice which may arise or grow up between the parties hereto in the course of administering this Lease shall be construed to waive, estop or in any way lessen the right of City to insist upon the full performance of, or compliance with, any term, covenant or condition hereof by County, or construed to inhibit or prevent the rights of City to exercise its rights with respect to any default, dereliction or breach of this Lease by County.

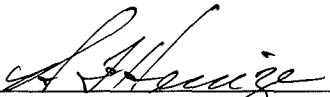
IN WITNESS WHEREOF, City and County have duly executed this Lease as of the day and year first above written.

CITY:

COUNTY:

CITY OF EL CAJON, a municipal corporation

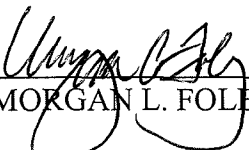
By:   
JILLIAN HANSON-COX, Mayor Pro Tem

By:   
APRIL F. HEINZE, P. E., Director  
Department of General Services

ATTEST:

By:   
KATHIE J. RUTLEDGE, City Clerk

APPROVED AS TO FORM:

By:   
MORGAN L. FOLEY, City Attorney

APPROVED AS TO FORM AND LEGALITY  
COUNTY COUNSEL

BY:   
SENIOR DEPUTY

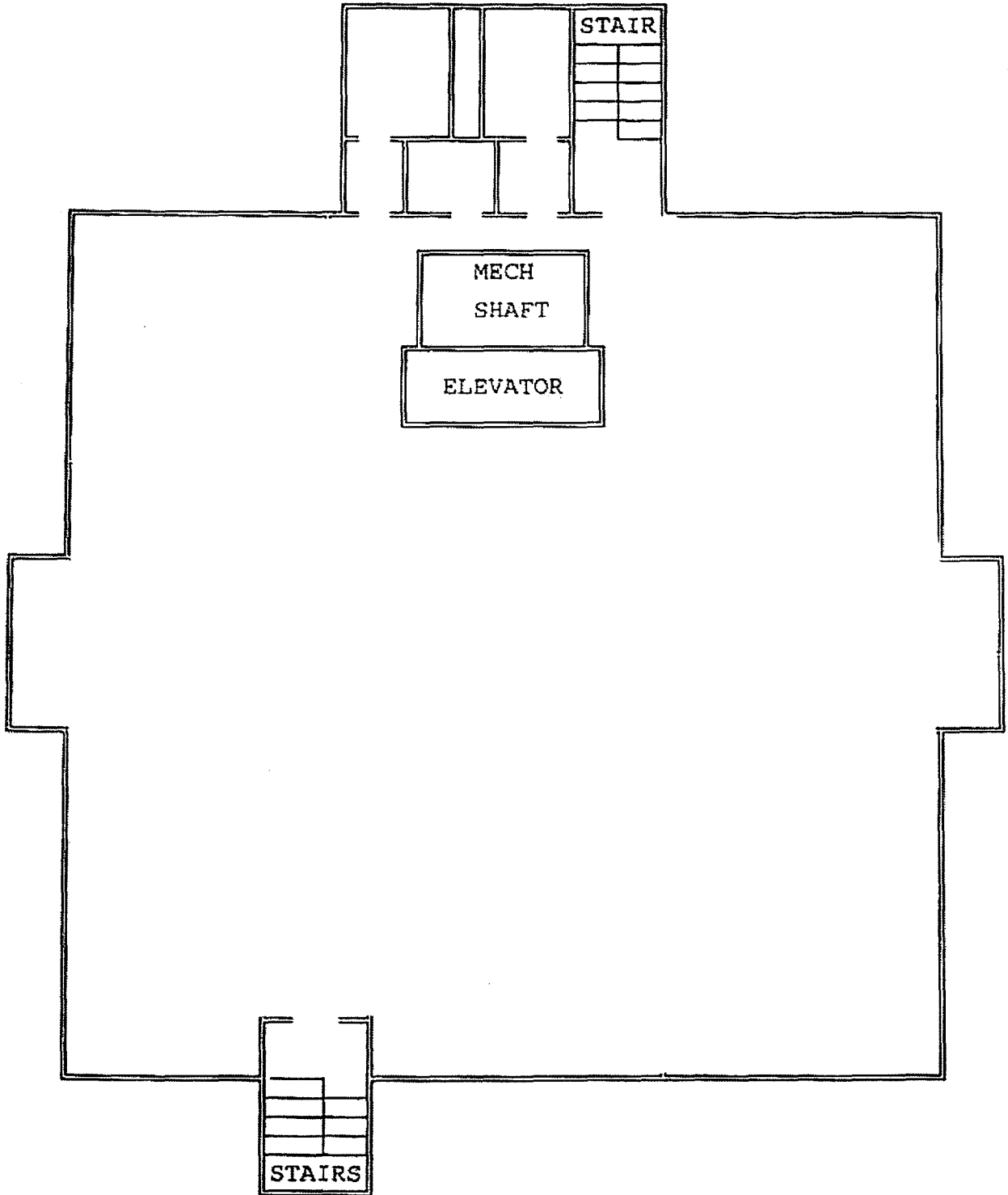
**EXHIBIT A**  
**DESCRIPTION AND PLAT OF THE PREMISES**

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

County shall comply with El Cajon City Council Policy D-3, attached to this Exhibit as Attachment B-1.



**EXHIBIT A**  
**DESCRIPTION AND PLAT OF THE PREMISES**



EL CAJON, CITY HALL  
6TH FLOOR



City Council  
Agenda Report

**DATE:** October 9, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Angela Aguirre, City Clerk  
**SUBJECT:** 2019 Calendar of Meetings for the City Council/Housing Authority and Successor Agency to the Former Redevelopment Agency

**RECOMMENDATION:**

That the City Council reviews the proposed 2019 calendar of meetings for the City Council/Housing Authority and Successor Agency to the Former Redevelopment Agency, makes appropriate modifications, or accepts as presented.

**BACKGROUND:**

In 1996, the City Council established a schedule of meetings on the 2nd and 4th Tuesdays of the month. The proposed calendar follows the schedule, with the exception that only one meeting will be held in the months of November and December in order to accommodate holiday observances.

The League of California Cities Annual Conference is scheduled for October 16 through October 18, 2019 in Long Beach, CA.

**2019 Holidays and Observances**

January 1	New Year's Day
January 21	Martin Luther Kind Day
February 18	Presidents' Day
May 27	Memorial Day
July 4	Independence Day
September 2	Labor Day
November 11	Veterans' Day
November 28 & 29	Thanksgiving Observance
December 24 & 25	Christmas Eve and Christmas Day
December 31	New Year's Eve

**FISCAL IMPACT:**

There is no fiscal impact associated with this recommendation.

Prepared By: Angela Aguirre, City Clerk

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

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**Attachments**

2019 CC Calendar

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## Proposed City Council Meeting Schedule

January 2019 - December 2019

January 2019 <span style="float: right;">1</span>						
S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019 <span style="float: right;">2</span>						
S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019 <span style="float: right;">3</span>						
S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019 <span style="float: right;">4</span>						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019 <span style="float: right;">5</span>						
S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019 <span style="float: right;">6</span>						
S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2019 <span style="float: right;">7</span>						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019 <span style="float: right;">8</span>						
S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019 <span style="float: right;">9</span>						
S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019 <span style="float: right;">10</span>						
S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019 <span style="float: right;">11</span>						
S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019 <span style="float: right;">12</span>						
S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

City Council  
(619) 441-1763

City Hall Closed

Holidays

League of CA Cities Conference  
Oct 16-18, Long Beach CA



**City Council  
Agenda Report**

**DATE:** October 9, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** Stoney's Neighborhood Park Improvements Project Acceptance

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**RECOMMENDATION:**

That the City Council:

1. Accepts the Stoney's Neighborhood Park Improvements project, PK3582, Bid No. 007-18; and
2. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

**BACKGROUND:**

On September 12, 2017, the City Council awarded the contract for the Stoney's Neighborhood Park Improvements project to Clean Cut Landscape, Inc. Comprehensive improvements were installed including LED lighting, drought-tolerant landscaping, pavers, stamped concrete, wrought iron fencing, park monument signs, bike racks, a drainage system, and an irrigation system.

Construction was completed on April 23, 2018. Quantities and payments have been finalized and there are no pending claims.

**FISCAL IMPACT:**

This project is budgeted in Parks Projects (505000-PK3582) with Community Development Block Grant (C0923) funding. The total construction contract expenditure is \$462,069.73.

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

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City Council  
Agenda Report

**DATE:** October 9, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Nahid Razi, Purchasing Agent  
**SUBJECT:** Installation, Maintenance, and Monitoring of Fire Alarm Systems

---

**RECOMMENDATION:**

That the City Council authorizes the Purchasing Agent, in accordance with Municipal Code 3.20.010(C)(6), to execute an agreement with Progressive Technology Security Systems, Inc. for fire alarm system installation, maintenance, and monitoring services in the estimated amount of \$55,000 for the initial year, with four optional one-year terms.

**BACKGROUND:**

Over the last year, City staff has conducted extensive research and obtained various quotes to fulfill the City's fire alarm needs, which includes fire alarm upgrades, monthly monitoring, and annual inspections. A list of evaluated vendors is included in the attached memorandum from the Public Works Department.

Progressive Technology Security Systems, Inc. was the sole vendor with the ability to comply with the City's service needs, terms and conditions, and insurance requirements.

The sole source request has been reviewed by the Purchasing Division and determined to be in the best interest of the City. As a result, this procurement is recommended as an exception to the City's competitive bidding requirement, pursuant to Municipal Code 3.20.010(C)(6).

**FISCAL IMPACT:**

The initial fiscal impact of this agreement is \$55,000. Sufficient funds are available in the Fiscal Year 2018-19 Annual Budget Facilities Operations (123000), Parks Operations (160000), Street Operations (211320), Fleet Operations (601000), and Wastewater Operations (605720). Subsequent 4-year maintenance and monitoring costs are estimated to total \$95,000.

Prepared By: Nahid Razi, Purchasing Agent  
Reviewed By: Dirk Epperson, Director of Public Works  
Approved By: Graham Mitchell, City Manager

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Attachments

Memorandum  
Resolution

# CITY OF EL CAJON



## MEMORANDUM

**DATE:** September 5, 2018

**TO:** Nahid Razi, Purchasing Agent

**FROM:** Kevin Wright, Operations Manager- Facilities

**VIA:** Dirk Epperson, Director of Public Works

**SUBJECT:** Sole Source for Fire Alarm Monitoring/Inspections

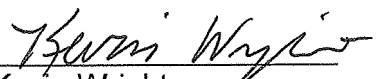
The Public Works Department is requesting a sole source contract with Progressive Technology Security Service, Inc. for Fire Alarm upgrades, monthly monitoring, and annual inspections.

The Public Works and Risk Management Departments evaluated various alarm company proposals, terms, and conditions, including Watchlight, SSD Alarm, Standard Electronics, COSCO, SimplexGrinell, and Progressive Technology.

It was determined that Progressive Technology was the only vendor able to comply with service requirements, City terms, conditions, and insurance requirements. This contract request is for a period of one year, with four optional one year renewal periods. The initial cost for Fiscal Year 2018/19 is \$55,000.00, which includes communication modules and maintenance and monitoring. Subsequent four year maintenance and monitoring costs are estimated to total \$95,000 (Activities: 123000, 160000, 211320, 601000, 650720).

Submitted by:

Reviewed by:

  
Kevin Wright  
Operations Manager-Facilities

  
Dirk Epperson  
Director of Public Works

cc: File

RESOLUTION NO.     -18

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EL CAJON  
APPROVING AN AGREEMENT FOR THE  
INSTALLATION, MAINTENANCE AND MONITORING  
OF FIRE ALARM SYSTEMS

WHEREAS, over the past year City of El Cajon (the "City") staff has conducted extensive research and obtained various quotes to fulfill the City's fire alarm needs, which include fire alarm upgrades, monthly monitoring, and annual inspections; and

WHEREAS, Progressive Technology Security Systems, Inc. was the sole vendor with the ability to comply with the City's service needs, terms and conditions, and insurance requirements; and

WHEREAS, the sole source request has been reviewed by the Purchasing Division and determined to be in the best interest of the City; and

WHEREAS, Purchasing, in concurrence with the Director of Public Works, recommends entering into an agreement with Progressive Technology Security Systems, Inc. for the procurement of fire alarm upgrades, monthly monitoring, and annual inspections as an exception to the City's competitive bidding requirement, pursuant to Municipal Code 3.20.010(C)(6); and

WHEREAS, the City Council believes it to be in the best interests of the City to authorize the City, in accordance with Municipal Code 3.20.010(C)(6), to enter into an agreement with Progressive Technology Security Systems, Inc. for fire alarm system installation, maintenance, and monitoring services in the estimated amount of \$55,000 for the initial year, with four (4) optional one-year terms.

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 of execution of an agreement with Progressive Technology Security Systems, Inc. for fire alarm system installation, maintenance, and monitoring services in the not-to-exceed amount of \$55,000 for the initial one-year term, with four (4) optional one-year terms.
3. The Mayor and City Clerk are authorized and directed to execute an agreement for said installation, maintenance and monitoring of fire alarm systems on behalf of the City of El Cajon.





City Council  
Agenda Report

**DATE:** October 9, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Vince DiMaggio, Assistant City Manager  
**SUBJECT:** Grant Agreement with Crisis House for the Provision of Homeless Services (El Cajon Housing Connections Program)

---

**RECOMMENDATION:**

That the City Council, acting as the El Cajon Housing Authority, approves a one-year extension to the grant agreement with Crisis House to fund a Housing Navigator and for distribution of Housing Assistance funds.

**BACKGROUND:**

On June 27, 2017, the City Council approved a combination of strategies to address homelessness in the City. On September 12, 2017, the City Council approved grant funding in the amount of \$70,000 for a dedicated Housing Navigator position through Crisis House. At the same time, the City Council approved grant funding in the amount of \$80,000 to Crisis House for Housing Assistance funds to be used by the Housing Navigator as a tool to aid homeless individuals from El Cajon to access and maintain housing. The agreements were executed in October of 2017, and the program activities, together titled the "El Cajon Housing Connections" program, began on November 1, 2017. Program performance updates were provided to the City Council on March 13 and August 14, 2018.

On August 14, 2018, the City Council directed staff to prepare renewal agreements for the continuation of the El Cajon Housing Connections program for one additional year. Upon the City Attorney's recommendation, staff prepared a combined agreement which includes both scopes of work under the El Cajon Housing Connections program for City Council/Housing Authority approval.

**FISCAL IMPACT:**

The adopted FY 2018-19 Budget includes funds budgeted in the Low and Moderate Income Housing Asset Fund (298900-HA1801) for the continued provision of the El Cajon Housing Connections program, including funds for both the Housing Navigator (\$70,000) and for Housing Assistance Funds (\$80,000) under one grant agreement.

REPORT:

The terms of both agreements with Crisis House are nearing their end for the Housing Navigator and use of Housing Assistance funds. Because of the success of the programs and with funds allocated in the FY 2018-19 Budget, staff has prepared a combined agreement for the continuation of the El Cajon Housing Connections program for one additional year. The combined agreement includes both a scope of work for both the Housing Navigator position and the provision of Housing Assistance funds for El Cajon residents to secure permanent housing. The term of the agreement will extend from October 1, 2018, to September 30, 2019.

Prepared By: Jamie van Ravesteyn, Sr. Management Analyst

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

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Attachments

Agreement Crisis House

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**GRANT AGREEMENT  
BETWEEN THE EL CAJON HOUSING AUTHORITY AND  
CRISIS HOUSE FOR THE PROVISION OF SERVICES FOR THE HOMELESS**

THIS AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the EL CAJON HOUSING AUTHORITY, a public body corporate and politic, (the "Housing Authority"), and CRISIS HOUSE, a nonprofit corporation organized under the laws of the State of California (the "Grant Recipient").

**RECITALS**

WHEREAS, on September 12, 2017, the City Council of the City of El Cajon considered and approved two Grant Agreements with Grant Recipient for the provision of services for homeless individuals and families, in the amounts of SEVENTY THOUSAND DOLLARS (\$70,000.00) and EIGHTY THOUSAND DOLLARS (\$80,000.00), respectively, from various funding sources including Community Development Block Grant (CDBG) and General Funds, for a dedicated Housing Navigator and additional Housing Assistance incentives.

WHEREAS, California Health & Safety Code section 34176.1(2) allows the expenditure of Low and Moderate Income Housing Asset Funds ("LMIHAF") for homeless prevention and rapid rehousing services for individuals and families who are homeless, including housing relocation and stabilization services and rental assistance, among other things.

WHEREAS, on February 27, 2018, the City Council approved its Mid-Year Report and Five-Year Business Plan, which included action to adjust the funding source for the Housing Navigator grant program from General Funds to LMIHAF Funds.

WHEREAS, on May 22, 2018, the City Council approved revisions to the FY 2017-18 budget appropriation for the use of LMIHAF Funds to adjust the funding source for the Housing Assistance grant program from General Funds to LMIHAF Funds.

WHEREAS, on September 25, 2018, the City Council of the City of El Cajon and the El Cajon Housing Authority considered and approved entering into a grant agreement with Grant Recipient for the continued provision of services for homeless individuals and families, in the total amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) for a dedicated Housing Navigator and additional Housing Assistance incentives as described in this Agreement (the "Grant Award").

WHEREAS, Grant Recipient has interest, experience and ability to hire and manage the position of Housing Navigator and manage the allocation of housing assistance incentive funds with the aim of securing permanent housing for homeless individuals and families residing in the City of El Cajon.

WHEREAS, the Grant Award shall be in the form of an initial advance one or more reimbursements from the El Cajon Housing Authority to Grant Recipient, as set forth in this Agreement, with the intent to house a minimum of twenty-five (25) El Cajon-residing homeless individuals.

**AGREEMENT**

NOW, THEREFORE, in consideration of the recitals stated above, the mutual covenants set forth below, the Parties agree, promise and declare as follows:

## ARTICLE I. GRANT PROVISIONS

Section 1.1 – *The Grant Award*. The Grant Award, for the purpose of the Project, as defined in Exhibit “A,” “Scope of Work for Use of Housing Navigator and Housing Assistance Funds, in the amount of not to exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**, is hereby approved by Housing Authority to be provided to the Grant Recipient, according to the terms and conditions set forth below and in Exhibit “A.”

Section 1.2 – *No Partnership or Joint Venture*. The relationship between the Housing Authority and Grant Recipient created by this Agreement shall not be one of partnership or joint venture.

Section 1.3 – *Indemnification*. Grant Recipient agrees and promises to protect, defend, indemnify, and hold harmless the Housing Authority of El Cajon, and its respective elected and appointed officials, officers, directors, agents, employees and representatives from any and all liabilities, losses, damages, including, but not limited to, claims for injury or death to any person occurring as a result of the Project, including losses from negative cash flows. It is expressly understood that Grant Recipient is solely and exclusively responsible for any and all management of the Project.

Section 1.4 – *Term of Agreement*. The term of this Agreement, and the services to be provided by the Grant Recipient, shall be for a period of one (1) year, beginning October 1, 2018 and ending September 30, 2019 (the “Term” or “Grant Period”).

Section 1.5 – *Termination and Termination Costs*.

- (a) This Agreement may be terminated in whole or in part at any time by either party upon giving thirty (30) days written notice to the other party. Agreement must be reached by both parties as to reasons and conditions for termination. The Executive Director is hereby empowered to give said notice subject to ratification by the El Cajon Housing Authority.
  
- (b) The Housing Authority may immediately terminate this Agreement upon the termination, suspension, discontinuation, or substantial reduction in Low and Moderate Income Housing Asset Funds funding for the Contract activity or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible, or impossible. If the Grant Recipient materially fails to comply with any term of this Agreement, the Housing Authority may take one or more of the actions, which includes temporarily withholding cash, disallowing, noncompliance costs, wholly or partially terminating the award, withholding future awards, and other remedies that are legally available. In such event, the Grant Recipient shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously reimbursed, to the date of said termination to the extent that funds are available.

Section 1.6 – *Conditions to Housing Authority Obligations and Covenants of Grant Recipient*. The obligation of the Housing Authority to fund the Grant Award is subject to the following conditions and Grant Recipient agrees covenants to perform, in a timely manner, any and all of the obligations hereinafter set forth in this Agreement. In addition the parties hereby agree to the following specific terms:

- (a) The Housing Authority shall reimburse Grant Recipient for eligible expenditures related to the housing of a minimum of twenty-five (25) homeless individuals.

- (b) Upon a written request from Grant Recipient, the Housing Authority may make cash advances of up to twenty-five percent (25%) of the Grant Amount designated for Housing Assistance Funds (\$20,000) for working capital to Grant Recipient. Additional advances of no greater than 25% (\$20,000) shall be requested in writing as each advance is reduced and will be made based on needs as determined by Housing Authority administration.

Any outstanding advances will be returned on or before the termination of this Agreement as either a reduction of the final reimbursement request or a transfer of funds from Grant Recipient. Grant Recipient shall indicate in writing, no later than three (3) months prior to the termination of this Agreement, detailing how the advance shall be returned to the Housing Authority.

- (c) The Grant Recipient certifies and agrees that it will at no time provide cash directly to homeless individuals that are participants in this Project.
- (d) Grant Recipient shall only use the Grant Award to assist documented homeless individuals residing in the City of El Cajon at the time of assistance.
- (e) Grant Recipient shall provide a quarterly status report as defined in Section 1.9. Quarterly status reports shall be submitted to the Housing Authority no later than:
  - 1. October 15<sup>th</sup> for the period of July, August and September;
  - 2. January 15<sup>th</sup> for the period of October, November and December;
  - 3. April 15<sup>th</sup> for the period of January, February and March; and
  - 4. July 15<sup>th</sup> for the period of April, May and June.

A final report at the conclusion of the Grant Period shall also be provided.

- (f) Grant Recipient represents, warrants and agrees that: (i) funds reimbursed by the Housing Authority pursuant to this Agreement are advanced wholly or in part for the benefit of the Grant Recipient for the Project, (ii) Grant Recipient is responsible for all obligations created by this Agreement or incurred in the performance of the Project.
- (g) Grant Recipient agrees to and shall use the funds herein solely for and in connection with those purposes set forth in Exhibit "A" to this Agreement.
- (h) Grant Recipient shall provide the City/Housing Authority with insurance as referenced on Exhibit "B" hereto naming the City of El Cajon and the El Cajon Housing Authority, and their respective elected and appointed officials, officers, directors, and employees, as additional insureds, at the sole cost and expense of the Grant Recipient. Said insurance shall remain in full force and effect during the term of this Agreement.

Section 1.7 – *Grant Recipient's Representations and Warranties*. Grant Recipient represents, warrants and can demonstrate that:

- (a) The Grant Recipient is a validly and lawfully formed nonprofit corporation, is in good standing under California law, whose income is exempt from taxation under section 501(c)(3) of the Internal Revenue Code, and shall maintain such corporate and tax-exempt status during the entire Grant Period;
- (b) Execution of this Agreement has been duly authorized by the Grant Recipient and shall not result, with the passage of time or the giving of notice, or both, in breach

of, or in acceleration of, performance under any contract or document to which the Grant Recipient may be a party;

- (c) All approvals have been obtained in connection with the Grant Recipient's execution of this Agreement and related agreements and documents, to the effect that no breach of or acceleration of performance under any other agreement or document to which Grant Recipient is a party will result from such execution; and
- (d) Grant Recipient agrees to use said funds solely as set forth in this Agreement.

Section 1.8 - *Equal Opportunity*. During the term of this Agreement, the Grant Recipient agrees as follows:

- (a) The Grant Recipient will not discriminate against any employee, person, program participant or applicant for employment because of race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. The Grant Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grant Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices, which are available from the Housing Authority, setting forth the provisions of this nondiscrimination clause.
- (b) The Grant Recipient will, in all solicitations or advertisements for employees or contractors or subcontractors placed by or on behalf of the Grant Recipient, state that all qualified applicants will receive consideration for employment without regard to race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin.
- (c) The Grant Recipient will cause the foregoing provisions to be inserted in all contracts and subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.
- (d) The Grant Recipient hereby agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, and the California Fair Employment Practices Act.

Section 1.9 – *Quarterly Status Reports*. Grant Recipient shall provide the Housing Authority with detailed written status reports concerning the status of the Project each quarter of the Grant Period as defined in Section 1.6(e). Such reports shall include, but not be limited to, the following: (1) total expenditures of Grant Funds to date, (2) expenditure per individual served, (3) location of housing secured, (4) demographic and profile information of each individual served, to include:

- (a) Number of individual clients served (individual client may be a person or a household);
- (b) Race of clients served

- (c) Ethnicity of clients served (whether Hispanic or not – a person may be of any race and also be Hispanic);
- (d) Number of disabled clients served (as defined by the Social Security Administrative Guidelines)
- (e) Whether the head of the household is female;
- (f) Number of clients who are low income (according to HUD guidelines);
- (g) Whether the client is an El Cajon resident;
- (h) Number of new clients assisted;
- (i) Age of clients served;
- (j) Birthplace of clients served;
- (k) Client's length of time most recent continuous homelessness;
- (l) Client's length of time homeless in El Cajon;
- (m) Location of client's last permanent housing;
- (n) Location client slept at night in El Cajon;
- (o) Income information (amount and sources);
- (p) Information on whether client has a history of substance abuse, and if so, the respective substance;
- (q) Outreach and incentive methods used;
- (r) The amount of time it takes from project enrollment to the actual move-in date;
- (s) Whether the clients served are chronically homeless;
- (t) Client's housing status six and twelve months after being housed;
- (u) Source of housing assistance funds used, if any;
- (v) Information on whether and why the client turned down the assistance, if applicable;
- (w) Number and disposition of referrals received;
- (x) Progress made toward goals as evidenced in Exhibit "A," or an explanation of lack thereof; and
- (y) Any other accomplishments or problems/concerns the Agency wishes to report.

Section 1.10 - *Insurance*. Grant Recipient shall, at Grant Recipient's sole cost and expense, obtain and maintain in full force and effect during the Term of this Agreement such insurance as is required by the City/Housing Authority. The insurance shall name the El Cajon Housing Authority and the City of El Cajon, and their elected and appointed officials, officers, directors, and employees, as additional insureds and shall include, but not be limited to, those coverages referenced in Exhibit "B" to this Agreement and as referenced in Section 1.6(g) of this Agreement, except that, notwithstanding the limits described in Exhibit "B," limits of liability shall be \$1,000,000 per individual, and \$3,000,000 in the aggregate for each occurrence.

Section 1.11 – *Default by Grant Recipient*. In the event of a default by Grant Recipient in the performance of any of the terms, representations, warranties, covenants, and conditions

contained in this Agreement, or in the event of the commencement of Bankruptcy proceedings by or against Grant Recipient, all sums not yet disbursed or advanced by the Housing Authority shall immediately be suspended and this Agreement shall, at the option of Housing Authority, terminate. The Housing Authority shall thereafter be released from any and all obligations to Grant Recipient under the terms of this Agreement.

Section 1.12 – *Indemnification*. Grant Recipient agrees to indemnify and hold harmless the Housing Authority and the City, and their respective elected and appointed officials, officers, directors and employees, from and against any and all claims, damages, losses, liability or expense, including but not limited to, any claim made by any person performing labor or furnishing material by way of a mechanic's lien, stop notice, equitable lien, or other proceeding, and any claims made by any occupants of the Property, or any other person with regard to any claimed defects in design or construction of the improvements.

Section 1.13 – *Books and Records*. The undersigned Grant Recipient, and any contractor hired by the Grant Recipient, shall maintain complete and accurate books and records showing all of the income and disbursements made in connection with the Project and such books and records shall be available for inspection and copy by the Housing Authority upon request. Books and records relative to the Project and this Grant Award shall be maintained for five years after final project expenditures are reimbursed.

Section 1.14 – *Housing Authority's Reliance on Statements and Disclosure of Grant Recipient*. Grant Recipient has made certain statements in order to induce the Housing Authority to make said Grant Award and enter into this Agreement, and in the event Grant Recipient has made material misrepresentations or omissions it is a breach of this Agreement, and the act of doing so shall not affect any remedies the Housing Authority may have under this Agreement for such misrepresentation or omission.

Section 1.15 – *Housing Authority not Liable for Acts or Omissions of Grant Recipient or Others*. Housing Authority shall in no way be liable for any acts or omissions of Grant Recipient, any agent or contractor employed by Grant Recipient, or any person furnishing labor and/or materials used in or related to the Project.

Section 1.16 – *Time of the Essence*. Time is of the essence in this Agreement and of each and every provision hereof. The waiver by the Housing Authority of any breach or breaches hereof shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach or breaches.

## ARTICLE II. MISCELLANEOUS PROVISIONS

Section 2.1 – *Governmental Requirements Superior*. All provisions of this Agreement and of all the other documents relating to this Agreement shall be subject and subordinate to any and all federal, state and local statutes, regulations, and ordinances, and shall be subject to modification to comply therewith.

Section 2.2 – *Notice*. Any Notice under this Agreement shall be deemed given upon actual personal delivery to the notified Party or upon the expiration of two (2) days from the insertion of the notice, properly addressed and certified mail, return receipt requested, postage prepaid, in a U. S. Mail depository within California, or upon the expiration of seven (7) days from the insertion of the notice in a U. S. Mail depository outside of California. Notices shall be sent to the addresses for the Parties as set forth below or as changed by either Party from time to time by written notice to the other Party.

Housing Authority: El Cajon Housing Authority  
200 Civic Center Way



El Cajon, CA 92020  
Attn: Jamie van Ravesteyn

Grant Recipient: Crisis House  
1034 Magnolia Avenue  
El Cajon, CA 92020  
Attn: Mary Case

Section 2.3 – *Severability*. If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from the rest of the Agreement, and the remaining provisions shall continue in full force and effect.

Section 2.4 – *Non-Waiver of Housing Authority's Rights*. No right, remedy, or power of the Housing Authority under this Agreement shall be deemed to have been waived by any act or conduct on the part of the Housing Authority or by any failure to exercise or delay in exercising such right, remedy or power. Every such right, remedy or power of the Housing Authority shall continue in full force and effect until specifically waived or released by an instrument in writing executed by the Housing Authority. No delay or omission of the Housing Authority to exercise any right or power arising upon the occurrence of any default under this Agreement shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the Housing Authority may be exercised from time to time and as often as may be deemed expedient.

Section 2.5 – *Exhibits Incorporated*. All exhibits to which reference is made in this Agreement are deemed incorporated into this Agreement whether or not the exhibits are actually attached to this Agreement.

Section 2.6 – *Construction of Agreement*. The provisions contained in this Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties contributed equally to its preparation. This Agreement shall be construed in accordance with the laws of the State of California.

Section 2.7 – *Assignment*. Grant Recipient shall not assign its rights nor delegate its duties under this Agreement without the prior written consent of the Housing Authority. Any attempt at assignment or delegation in violation of this Section 2.7 shall be void. The Housing Authority shall have the full right and authority to assign all or part of its rights and delegate all or part of its duties under this Agreement.

Section 2.8 – *Integration*. This Agreement represents the entire agreement between the Parties on the subject matter of this Agreement, and supersedes any other agreements, promises or representations, oral or written, pertaining to such subject matter.

Section 2.9 – *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

**HOUSING AUTHORITY:**

EL CAJON HOUSING AUTHORITY,  
a public body corporate and politic

By: \_\_\_\_\_  
Graham Mitchell  
Executive Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Morgan L. Foley,  
General Counsel to El Cajon Housing  
Authority

**GRANT RECIPIENT:**

CRISIS HOUSE, INC.  
a California corporation

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

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

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Counsel to Grant Recipient

## EXHIBIT "A"

### SCOPE OF WORK FOR USE OF HOUSING NAVIGATOR AND ASSISTANCE FUNDS

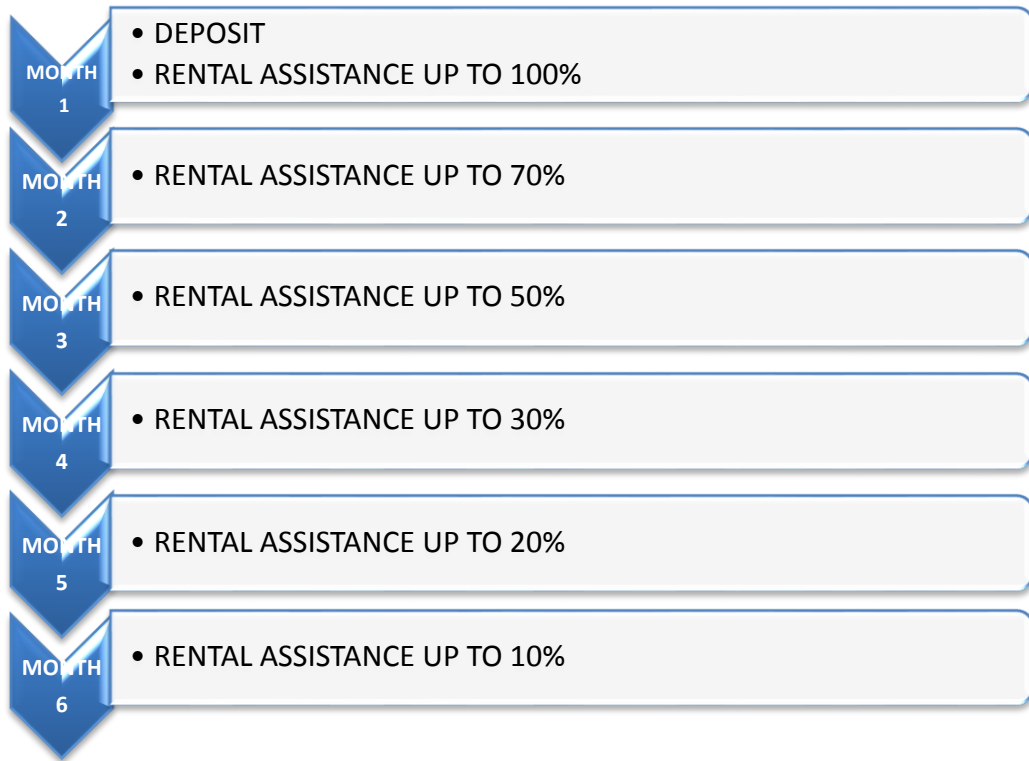
The overarching project goal is to establish permanent residency for El Cajon's homeless population regardless of their race, color, religious creed, ancestry, national origin, age, sex, marital status, sexual orientation, medical condition, mental or physical disabilities, political affiliation or current income status.

In pursuit of this goal, Crisis House will hire, train and manage a full-time, dedicated Housing Navigator position to match homeless persons in El Cajon with long-term or permanent housing, using all available resources. Crisis House will conduct the services utilizing HMIS for data entry, following all HMIS Policies and Procedures, using the Coordinated Entry System, following all Coordinated Entry Policies and Procedures, following the guidelines in the RTFH Community Standards, and ensuring that the project aligns with the RTFH Community Plan and efforts to create a regional crisis response system.

Housing Assistance Funds will be utilized primarily to secure housing and will include but not be limited to credit checks, deposits, rental assistance, and utilities start-up (except telephone). Funds may be used to provide practical temporary financial assistance that facilitate employment and financial stability (Bus/Trolley Pass).

Prior to the provision of any Housing Assistance Funds by Grant Recipient, Grant Recipient must conduct a physical inspection of the proposed housing unit for minimum habitability standards and for vacancy and actual availability of the unit for rental. The Grant Recipient shall verify the name and existence of the owner/property management company for the unit and payments shall be made only to that entity. Rent reasonableness standards must also be applied and documented. Funds expended without these minimum mandatory requirements and documentation to the file shall not be reimbursed by the Housing Authority.

The amount and term of financial assistance will be based on the household's need at entry. The sliding scale below is meant simply as a guide,



The Housing Navigator together with the client (head of household) will develop a Housing Plan that is realistic and attainable and leads to stable housing that the tenant can sustain long-term. The Housing Navigator is responsible for ensuring households are not over/under housed, that the living arrangements are appropriate and meet the household's needs. Housing Plans will clearly describe the amount and term of Housing Assistance to be provided based on each household's need and will not exceed six-months. Housing Plans which are expected to exceed \$5,000 in total must be submitted to and approved by the Housing Authority in advance. Housing Authority reserves the right to disallow costs it deems unreasonable or unacceptable.

Plans may be revised as deemed necessary by the Housing Navigator with the concurrence of the head of household. The objective is to engage the client in the process and for them to have a vested financial contribution in their path from homelessness. In addition to rental assistance, funds may be used for "deposits", typically equal to one-month's rent. However based on experience, property managers may require double the deposit when there is a lack of recent rental history, insufficient income to rent ratio or poor credit. Deposits for utility connection may be required if there was no recent service history, depending on the circumstance, this would be an allowable

use of Housing Assistance Funds. Assistance in the form of a monthly bus/trolley pass for transportation to and from a place of employment will be considered an acceptable expense with proof of employment.

Rental agreements/leases will be in the client's name, households will be responsible for a minimum of 30% of the **entire** household's income in rent paid direct to the property manager or landlord. Supplemental financial rental assistance will be paid directly to the property manager or landlord in the form of a check issued by Crisis House. Deposits paid on behalf of a household with Housing Assistance Funds may be retained by the client/tenant as the lessee, upon move-out less any repairs or cleaning costs. The rationale is intended to be an incentive to maintain the living space in good condition. Crisis House and the El Cajon Housing Authority assume NO responsibility for damages, repairs or loss of property resulting from tenant neglect or destruction.

#### Budget

The Housing Authority agrees to pay Grant Recipient a total sum of up to Seventy Thousand and no/100s dollars (\$70,000) in funding from the Low and Moderate Income Housing Asset Fund (LMIHAF) to assist in the provision of the Housing Navigator services mentioned above. It is further agreed that no funding shall be disbursed unless the Grant Recipient is in full compliance with the provisions of this Agreement. The Housing Authority shall make payment of these funds on a reimbursement basis contingent upon a written request and submittal of receipts or appropriate proof of payment from the Grant Recipient. Payments will not be paid unless and until periodic reports are current. Payments may be made on a monthly or quarterly basis, at the Grant Recipient's option.

The Housing Authority further agrees to pay Grant Recipient a maximum total sum of up to Eighty Thousand and no/100s dollars (\$80,000) in funding from the Low and Moderate Income Housing Asset Fund (LMIHAF) to assist in the provision of Housing Assistance as mentioned above. Based on the Housing Assistance award of \$80,000 and the performance standard to assist 25 households over the period of 12-months, the average amount of financial assistance available per household is \$3,200. [Housing Assistance funds will not be utilized for administrative costs.](#)

**EXHIBIT "B"**  
**CITY COUNCIL POLICY D-3**  
**(attached)**



## City Council Agenda Report

**Agenda Item 9.**

**DATE:** October 9, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Mayor Wells  
**SUBJECT:** Council Activity Report

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### 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:

9/25/18 - Met w/ Constituent  
9/28/18 - Women in Leadership Luncheon  
10/9/18 - City Council Meeting(s)

I will be happy to answer any questions you may have.

Submitted By: Bill Wells, Mayor

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City Council  
Agenda Report

Agenda Item 10.

**DATE:** October 9, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:**  
**SUBJECT:** Legislative Report

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RECOMMENDATION:

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Attachments

Legislative Report 10-09-18

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# LEGISLATIVE REPORT

BILL NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS/ LAST ACTION DATE
SB 827	Wiener	<b>Planning and zoning: transit-rich housing bonus.</b> (Amended 3/1/18). It takes away local land use authority on housing projects near transit centers.	2/27/2018	Oppose	Senate	4/17/2018 – FAILED in Committee on Transportation & Housing.
SB 946	Lara	<b>Sidewalk Vendors: Would prohibit cities from enforcing rules that regulate or prohibit sidewalk vendors.</b> (Introduced: 1/29/2018)	2/27/2018	Oppose	Senate	9/17/2018 – Approved by the Governor.
AB 3119	Gonzalez Fletcher	<b>AB-3119 San Diego Unified Port District consolidation.</b> (Amended 3/22/18)	4/10/2018	Opposition Rescinded Based on Amendments	Assembly	8/6/2018 – Passed in the Assembly. Indefinitely postponed in the Senate. No action will occur until next term.



The Legislative Report tracks bills of the California Legislature that the El Cajon City Council/Housing Authority/Successor Agency to the Redevelopment Agency has voted to monitor/watch, support or oppose.



City Council  
Agenda Report

**DATE:** October 9, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Mayor Pro Tem Kendrick  
**SUBJECT: MAYOR PRO TEM GARY KENDRICK**  
METRO Commission/Wastewater JPA; Heartland Communications;  
Heartland Fire Training JPA.

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**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:

- 9/28/18 - Metro JPA Briefing
- 9/28/18 - Oktoberfest Opening Celebration
- 10/2/18 - AWP Padre Dam Ad Hoc Meeting
- 10/2/18 - East County Manufacturing Expo
- 10/4/18 - Metro Wastewater JPA Meeting
- 10/9/18 - City Council Meeting(s)

I will be happy to answer any questions you may have.

Submitted By: Gary Kendrick, Mayor Pro Tem

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City Council  
Agenda Report

Agenda Item 12.

**DATE:** October 9, 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 – Alternate.

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**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:

Nothing to report.

I will be happy to answer any questions you may have.

Submitted By: Bob McClellan, Councilmember

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City Council  
Agenda Report

**DATE:** October 9, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Councilmember Kalasho  
**SUBJECT:** **COUNCILMEMBER BEN KALASHO**

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**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:

Nothing to report.

I will be happy to answer any questions you may have.

Submitted By: Ben Kalasho, Councilmember

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City Council  
Agenda Report

Agenda Item 14.

**DATE:** October 9, 2018

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Councilmember Goble

**SUBJECT: COUNCILMEMBER STEVE GOBLE**

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

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**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:

- 9/28/18 - Oktoberfest Opening Ceremony
- 10/8/18 - Meeting with Assistant City Manager
- 10/9/18 - City Council Meeting(s)

I will be happy to answer any questions you may have.

Submitted By: Steve Goble, Councilmember

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City Council  
Agenda Report

**DATE:** October 9, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** Tree Donation from Business Printing Company (BPC)

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RECOMMENDATION:

In accordance with City Council Policy B-2, staff informs the City Council about receiving the following donation for the City of El Cajon in the month of October.

Business Printing Company (BPC) - 30 trees to be donated and planted at Hillside Park, valued at \$1,706.

BACKGROUND:

BPC has been in business since 1988. In 2015, they relocated their business to the City of El Cajon. To commemorate their 30 years in business, BPC would like to purchase and plant thirty (30) 15-gallon trees at a City park. Trees are scheduled to be planted at Hillside Park on October 27, 2018.

Prepared By: Martin Bitterling  
Reviewed By: Dirk Epperson, Director of Public Works  
Approved By: Graham Mitchell, City Manager

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City Council  
Agenda Report

**DATE:** October 9, 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

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**RECOMMENDATION:**

That the following Closed Session be scheduled for the Tuesday, October 9, 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

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