



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda MAY 14, 2019, 3:00 p.m.

Bill Wells, Mayor
Steve Goble, Deputy Mayor
Gary Kendrick, Councilmember
Bob McClellan, Councilmember

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

CALL TO ORDER: Mayor Bill Wells

ROLL CALL: City Clerk Angela Cortez

PLEDGE OF ALLEGIANCE TO FLAG AND MOMENT OF SILENCE

POSTINGS: The City Clerk posted Orders of Adjournment of the April 23, 2019, Meeting and the Agenda of the May 14, 2019, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

Presentation: America on Main Street

Presentation: Grossmont - Cuyamaca Community College District

Proclamation: Bike to Work Day

Proclamation: National Public Works Week

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 Agency to the El Cajon Redevelopment Agency approves Minutes of the April 23, 2019, 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. Award of RFP No. 027-19 – Professional Auditing Services

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to enter into an agreement for professional auditing services with Rogers, Anderson, Malody & Scott, LLP (RAMS) in the amount of \$145,950 for a three-year term, with the option to renew for one additional two-year period.

5. Community Event in the Right-of-Way - July 4th Picnic

RECOMMENDATION:

That the City Council approves the use of the public right-of-way for the July 4th picnic and fireworks display.

6. Award of Bid No. 001-20 – Traffic Signal System Maintenance, Emergency Repairs, and Related Construction Services for the Cities of El Cajon, La Mesa, Lemon Grove, and Santee

RECOMMENDATION:

That the City Council adopts the next Resolutions, in order, to:

1. Approve Plans and Specifications for the Traffic Signal System Maintenance, Emergency Repairs, and Related Construction Services for the cities of El Cajon, La Mesa, Lemon Grove, and Santee project, Bid No. 001-20;
2. Find the first low bidder non-responsive for the reason set forth in this agenda report; and
3. Award the bid to the lowest responsive, responsible bidder, Southwest Traffic Signal Service, Inc. in the total amount of \$462,595, with the option to renew for four additional one-year periods. The City of El Cajon's portion of the award is \$221,515 for the first year.

7. Award of Bid No. 002-20 – HVAC Maintenance and Repair Services

RECOMMENDATION:

That the City Council adopts the next Resolutions, in order, to:

1. Approve Plans and Specifications for HVAC Maintenance and Repair Services, Bid No. 002-20; and
2. Award the bid to the lowest responsive, responsible bidder, Countywide Mechanical Systems, Inc. in the total amount of \$65,982, with the option to renew for four additional one-year periods.

8. 2018 State Homeland Security Grant – Urban Area Security Initiative Program Funding (UASI)

RECOMMENDATION:

That the City Council authorizes the City Manager or designee to accept and appropriate the FY 2018 Urban Area Security Initiative Funding (UASI) in the amount of \$62,940 and to execute any grant documents and agreements necessary for the receipt and use of these funds and equipment.

9. Contract Amendment for Bid No. 018-19 – Elevator Maintenance and Repair Services

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to increase the contract for elevator maintenance and repair services in the amount of \$19,668.16.

10. Extension of Professional Services Agreement for Video Production Services

RECOMMENDATION:

That the City Council authorizes the City Manager to extend the existing Professional Services Agreement between the City of El Cajon and Video Technics for a two-year period in the amount of \$53,187.

11. Self-Insure Workers' Compensation

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, authorizing staff to submit an application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure Workers' Compensation liabilities.

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:

12. Omnibus Zoning Code Update - Amendment to Zoning Code No. 437

RECOMMENDATION:

That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes the public hearing;
3. Moves to INTRODUCE the next ORDINANCE, in order, APPROVING Zoning Code Amendment No. 437; and
4. Requests that the City Clerk read the ORDINANCE by title only.

ADMINISTRATIVE REPORTS:

13. City Council Appointment Process

RECOMMENDATION:

That the City Council considers the format to evaluate candidates for the vacant City Council position.

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.

14. Council Activity Report

15. Legislative Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

16. **COUNCILMEMBER GARY KENDRICK**

METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.

17. **COUNCILMEMBER BOB MCCLELLAN**

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

18. **DEPUTY MAYOR 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:

ORDINANCES: FIRST READING

ORDINANCES: SECOND READING AND ADOPTION

CLOSED SESSIONS:

19. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: Mike Murphy and Joshua Pittsley, et al. vs. City of El Cajon, et al.
United States District Court, Southern District of California
Case No. 18-CV-0698-JM-NLS

20. Closed Session - Conference with Labor Negotiators pursuant to Government Code section 54957.6:

Agency Designated Representatives:

Graham Mitchell, City Manager
Vince DiMaggio, Assistant City Manager
Clay Schoen, Director of Finance
Marisol Thorn, Director of Human Resources

Employee Organizations:

El Cajon Mid-Management and Professional Employees Group
El Cajon Municipal Employees Association
El Cajon Police Officers Association
El Cajon Professional Firefighters Association - Local 4603 (ECPFF)
El Cajon Police Officers' Association Management Group
Executive, Unrepresented and Confidential Employees

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 14th day of May 2019, is adjourned to Tuesday, May 14th, 2019, at 7:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: May 14, 2019

TO: Honorable Mayor and City Councilmembers

FROM: Angela Cortez, City Clerk

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

RECOMMENDATION:

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the April 23, 2019, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

04-23-19draftminutes - 3PM

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



MINUTES

CITY OF EL CAJON EL CAJON, CALIFORNIA

APRIL 23, 2019

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/ Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, April 23, 2019, 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:	Kendrick and McClellan
Council/Agencymembers absent:	None
Deputy Mayor/Vice Chair present:	Goble
Mayor/Chair present:	Wells
Other Officers present:	Mitchell, City Manager/Executive Director DiMaggio, Assistant City Manager Foley, City Attorney/General Counsel Cortez, City Clerk/Secretary

Mayor Wells invited School Board Member, Jo Alegria, 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 April 9, 2019, Meeting and the Agenda of the April 23, 2019, Meeting in accordance with State Law and El Cajon City/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS:

- **Presentation:** Pacific Southwest Association of Realtors
- **Presentation:** Youth of the Year Award
- **Proclamation:** Administrative Professionals Day

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 11)

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

Approves Minutes of the April 9, 2019, Meeting of the El Cajon City Council/ Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

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.

4. Award of Bid No. 029-19 – Traffic Signal Upgrades 2019

1. Adopts Resolution 031-19, to approve Plans and Specifications for the Traffic Signal Upgrades 2019 project, Bid No. 029-19;
2. Find the protest submitted by HMS Construction, Inc. (HMS) to merit revision of prior award recommendation;
3. Find HMS's omission of signature notarization on the bid bond a minor irregularity, and waive the minor irregularity; and
4. Adopts Resolution No. 032-19, to award the bid to the lowest responsive, responsible bidder, HMS Construction, Inc. in the amount of \$33,000.

CONSENT ITEMS: (Continued)

PULLED FOR DISCUSSION BY DEPUTY MAYOR GOBLE:

5. Award of Bid No. 003-20 – Graffiti Abatement Services

Adopts Resolution No. 033-19, to approve Plans and Specifications for the Graffiti Abatement Services, Bid No. 003-20, and Adopts Resolution No. 034-19, to award the bid to the lowest responsive, responsible bidder, Urban Corps of San Diego County, in the amount of \$138,000 for the initial one-year term, with up to four additional one-year renewal options.

DISCUSSION

Deputy Mayor Goble requested justification for the sizeable amount for graffiti removal and asked why the second bidder, a local company was not chosen.

City Manager Mitchell provided information for the last three years, depicting the total amount spent on graffiti removal. In reference to awarding the bid to Urban Corps of San Diego County, Mr. Mitchell advised that the City is required to go through the process of public bidding, and the awardee has experience in the area.

6. Adopt the Proposed List of Projects for Fiscal Year 2019-2020 Funded by the Road Repair and Accountability Act of 2017 (SB 1)
 1. Adopts Resolution No. 040-19, to adopt the Road Maintenance and Rehabilitation Account (RMRA) Proposed Projects List for Fiscal Year 2019-2020 in Accordance with the Road Repair and Accountability Act of 2017; and
 2. Directs City staff to submit to the California Transportation Commission (CTC) a list of proposed projects to receive RMRA funding for Fiscal Year 2019-2020.

7. Award of RFP No. 022-19 – Whitsett Drive Storm Drain Rehabilitation Pipe Joint Sealing with Chemical Grout
 1. Adopts Resolution No. 035-19, to approve Plans and Specifications for the Whitsett Drive Storm Drain Rehabilitation Pipe Joint Sealing with Chemical Grout project, RFP No. 022-19; and
 2. Adopts Resolution No. 036-19, to award the RFP to National Plant Services, Inc., in the not to exceed amount of \$392,553.25 for the Whitsett Drive Storm Drain Rehabilitation Pipe Joint Sealing with Chemical Grout project.

CONSENT ITEMS: (Continued)

8. Acceptance of Public Improvements - Tentative Subdivision Map (TSM) 544; 436 Emerald Avenue; Engineering Job No. 2913

Accepts the improvements and authorizes the City Clerk to release the security guaranteeing the improvements in accordance with the subdivision agreement, and require the developer to maintain insurance in force until the release of all bonds for the project.

9. Acceptance of Public Improvements - Tentative Subdivision Map (TSM) 643; 301 West Renette Avenue; Engineering Job No. 3152

Accepts the improvements and authorizes the City Clerk to release the security guaranteeing the improvements in accordance with the subdivision agreement, and require the developer to maintain insurance in force until the release of all bonds for the project.

10. Seventh Amendment to Agreement for Administration of Taxicab and other For-Hire Vehicle Regulations with San Diego Metropolitan Transit System (MTS)

Adopts Resolution No. 037-19, to approve the proposed extension agreement for taxicab and other vehicles for hire within the City of El Cajon.

11. Purchase of Portable Radio Equipment

Authorizes the Purchasing Agent, in accordance with Municipal Code section 3.20.010(C)(5), to execute a purchase agreement with Motorola Solutions, Inc. for the purchase of portable radio equipment in the total amount of \$202,011.39.

MOTION BY GOBLE, SECOND BY KENDRICK, to APPROVE Consent Items 1 to 11.

MOTION CARRIED BY UNANIMOUS VOTE.

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PUBLIC COMMENT:

Terry Rusheen spoke in reference to an assault on a senior citizen, and drug deals that occurred at the Lexington Avenue Senior Apartments. Police Chief Davis and Officer Stoller spoke with Mr. Rusheen to address the concern.

George Ibarra, representing the East County Coalition, spoke in support of Estela De Los Rios for the vacant Councilmember seat, and addressed the lack of housing for seniors, veteran, and new comer citizens.

Ruth Thornton acknowledged the excellent job by the Police Department in handling an unfortunate incident in the City.

Jim Cirigliano suggested a mail-in ballot election and extending the application deadline for the vacant Councilmember seat.

WRITTEN COMMUNICATIONS: None

PUBLIC HEARINGS:

12. Adoption of FY 2019-2023 Five Year Consolidated Plan and FY 2019-2020 One Year Action Plan (CDBG and HOME)

RECOMMENDATION: That the City Council:

1. Opens the public hearing and accepts public testimony for the Five Year Consolidated Plan and One Year Action Plan;
2. Closes the public hearing;
3. Finalizes the allocations of CDBG and HOME funds as a part of the FY 2019-2020 One Year Action Plan; and
4. Adopts the next Resolution, in order, approving and adopting the FY 2019-2023 Five Year Consolidated Plan and FY 2019-2020 One Year Action Plan in substantially the form presented, with such monetary and non-monetary changes as approved by the City Manager that are consistent with the Resolution, and authorizing the City Manager or designee to submit the Plans to HUD and to execute all affiliated documents.

DISCUSSION

Director of Community Development, Anthony Shute, provided a summary of the Item.

Mayor Wells opened the public hearing.

PUBLIC HEARINGS: (Item 12 - Continued)

Harold Brown, representing the East County Transitional Living Center, spoke in support of the proposed Item and thanked the City for their collaboration.

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

MOTION CARRIED BY UNANIMOUS VOTE.

Discussion ensued among **Council** and **Staff** concerning the importance of the Meals on Wheels Program and granting an additional \$10,000 for the program.

MOTION BY KENDRICK, SECOND BY McCLELLAN, to ADOPT Resolution No. 038-19, approving and adopting the FY 2019-2023 Five Year Consolidated plan and FY 2019-2020 One Year Action Plan in substantially the form presented, with such monetary and non-monetary changes as approved by the City Manager that are consistent with the Resolution, and authorizing the City Manager or designee to submit the Plans to HUD and to execute all affiliated documents.

MOTION CARRIED BY UNANIMOUS VOTE.

13. Public Hearing for the Adoption of the Annual Adjustment to the SANDAG Regional Transportation Congestion Improvement Program (RTCIP) Development Impact Fee

RECOMMENDATION: That the City Council:

1. Opens the Public Hearing and receives testimony;
2. Closes the Public Hearing; and
3. Adopts the next Resolution, in order, approving an adjustment to the Regional Transportation Congestion Improvement Program Fee to the new amount of \$2,533.15, for each newly-constructed residential unit.

DISCUSSION

City Traffic Engineer, Mario Sanchez, provided a summary of the Item.

Mayor Wells opened the public hearing.

No one came forward to speak.

PUBLIC HEARINGS: (Item 13 - Continued)

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

MOTION CARRIED BY UNANIMOUS VOTE.

MOTION BY WELLS, SECOND BY McCLELLAN, to ADOPT Resolution No. 039-19, approving an adjustment to the Regional Transportation Congestion Improvement Program Fee to the new amount of \$2,533.15, for each newly-constructed residential unit.

MOTION CARRIED BY UNANIMOUS VOTE.

ADMINISTRATIVE REPORTS:

14. Proposed Plan for NRPA 10-Minute Walk Grant

RECOMMENDATION:

That the City Council approves the "El Cajon 2030: Connecting Community with Parks" plan as part of the NRPA 10-Minute Walk Planning Grant.

DISCUSSION

Recreations Director, Frank Carson, provided detailed information of the Item.

MOTION BY McCLELLAN, SECOND BY KENDRICK, to ADOPT Resolution No. 039-19, approving the El Cajon 2030: Connecting Community with Parks.

MOTION CARRIED BY UNANIMOUS VOTE.

COMMISSION REPORTS: None

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

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

15. Council Activities Report/Comments

Report as stated.

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS: (Continued)

16. Legislative Update: None

ACTIVITIES REPORTS OF COUNCILMEMBERS:

17. COUNCILMEMBER GARY KENDRICK
METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.

Council Activities Report/Comments.

Report as stated.

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

Council Activities Report/Comments.

Report as stated.

19. DEPUTY MAYOR 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.

Council Activities Report/Comments.

Report as stated.

JOINT COUNCILMEMBER REPORTS: None

GENERAL INFORMATION ITEMS FOR DISCUSSION:

20. Teen Coalition Youth of the Year Award

RECOMMENDATION:

That the City Council receives and files this report as a presentation item.

ORDINANCES: FIRST READING - None

ORDINANCES: SECOND READING AND ADOPTION – None

CLOSED SESSIONS:

RECOMMENDATION: That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency adjourned Closed Session as follows:

21. Closed Session - Conference with Legal Counsel - Existing Litigation - pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9: El Cajon Police Officers Association vs. City of El Cajon San Diego Superior Court Case No. 37-2019-00005450-CU-WM-CTL

MOTION BY WELLS, SECOND BY McCLELLAN, to ADJOURN to Closed Session at 4:09 P.M.

MOTION CARRIED BY UNANIMOUS VOTE.

RECONVENE TO OPEN SESSION AT 4:18 P.M.

City Attorney Morgan Foley reported the following actions:

- No reportable action taken.

Adjournment: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 23rd day of April, 2019, at 4:18 p.m., to Tuesday, May 14, 2019, at 3:00 p.m.

Angela Cortez
City Clerk/Secretary



**City Council
Agenda Report**

DATE: May 14, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Nahid Razi, Purchasing Agent
SUBJECT: Award of RFP No. 027-19 – Professional Auditing Services

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to enter into an agreement for professional auditing services with Rogers, Anderson, Malody & Scott, LLP (RAMS) in the amount of \$145,950 for a three-year term, with the option to renew for one additional two-year period.

BACKGROUND:

The previous contract for professional auditing services with Rogers, Anderson, Malody & Scott, LLP, expired with the completion of the Fiscal Year 2017-18 Comprehensive Annual Financial Report and Single Audit. On February 21, 2019, the City of El Cajon issued a Request for Proposals (RFP) for professional auditing services. Six responses were received by 5:00 p.m. on March 29, 2019.

A three-person evaluation team independently reviewed each proposal according to the criteria set forth in the City of El Cajon Municipal Code Chapter 3.22, Professional Services Contracts. Factors evaluated included firm qualifications and experience, qualifications of proposed audit team members, audit approach, and cost. Each firm provided a cost proposal separate from the technical proposal. After review and ranking of firms based upon technical qualifications, cost information was factored into the weighted evaluation.

From the thorough evaluation of the proposals, it was determined that the proposal received from RAMS best met the City's requirements. The attached memorandum details the evaluation process.

The RFP includes an option to renew for one optional two-year term upon mutual agreement. Funds for the renewal terms will be in accordance with the approved budget for each fiscal year.

FISCAL IMPACT:

The fiscal impact is \$145,950 for the initial three-year term. Funds are available in FY2018-19 Finance (114000), Community Development Block Grant (270900), Successor Agency (0590110), Public Safety Facility (502000), Heartland Fire Training Authority (900000), and Heartland Communication Facility Authority (950000). Sufficient funding will be allocated for these services in future budget activities and accounts, contingent upon City Council approval. Total 5-year costs are estimated to total \$246,255.

Prepared By: Nahid Razi, Purchasing Agent

Reviewed By: Clay Schoen, Director of Finance

Approved By: Graham Mitchell, City Manager

Attachments

Memorandum

Resolution

CITY OF EL CAJON



MEMORANDUM

DATE: April 16, 2019
TO: Nahid Razi, Purchasing Agent
FROM: Luca Gonzales, Senior Accountant
SUBJECT: RECOMMENDATION TO AWARD – PROFESSIONAL AUDITING SERVICES
RFP No. 027-19

A total of six proposals were received for the above-referenced services. The selection committee, comprised of personnel from the City of El Cajon, independently scored each proposal on the evaluation form that was included in RFP No. 027-19. The proposal evaluation form is based on a weighted scale with criteria including: 1) Firm Qualifications and Experience, 2) Partner, Supervisory, Staff Qualifications and Experience, 3) Audit Approach, and 4) Cost of Service with a total possible weighted average score of 100 points.

The weighted scores from the selection committee resulted in the following rankings:

<u>Audit Firm</u>	<u>Total Weighted Average Score</u>
Rogers, Anderson, Malody, & Scott, LLP	99.00
Lance, Soll & Lunghard, LLP	96.03
White Nelson Diehl Evans LLP	93.97
The Pun Group, LLP	93.33
Badawi & Associates	84.83
Harshwal & Company, LLP	79.48

Recommendation

The selection committee concluded that the contract should be awarded to the highest ranked audit firm: Rogers, Anderson, Malody, & Scott, LLP (RAMS). The estimated annual cost for the City of El Cajon is \$48,270, for a three-year contract amount of approximately \$145,950. The contract includes a two-year option to extend the contract. If all options are utilized the five year cost would be approximately \$246,255. It is recommended that the contract for professional auditing services be awarded to RAMS at the City Council Meeting on May 14, 2019.

Submitted by,



Luca Gonzales
Senior Accountant



RESOLUTION NO. __-19

RESOLUTION AWARDING REQUEST FOR PROPOSALS FOR
PROFESSIONAL AUDITING SERVICES
(RFP No. 027-19)

WHEREAS, it is necessary for the City of El Cajon (the "City") to engage auditors for the preparation of the Fiscal Years 2018-19, 2019-20, and 2020-21 comprehensive annual financial report and single audits (each, an "Audit," and collectively in any number to be performed, the "Audits"), with the option for not more than two additional Audits for Fiscal Years 2021-22 and 2022-23; and

WHEREAS, on February 21, 2019, the City issued a Request for Proposals (the "RFP") for professional auditing services to perform the Audits; and

WHEREAS, six (6) responses were received by 5:00 p.m. on March 29, 2019; and

WHEREAS, a three-person evaluation team independently reviewed each proposal according to the criteria set forth in the El Cajon Municipal Code Chapter 3.22, Professional Services Contracts; and

WHEREAS, each firm provided a cost proposal separate from the technical proposal, and factors evaluated included firm qualifications and experience; qualifications of proposed audit team members; audit approach; and cost; and

WHEREAS, after review and ranking of each firm based upon technical qualifications, cost information was factored into the weighted evaluation, and upon thorough evaluation of the proposals, it was determined the proposal received from Rogers, Malody & Scott, LLP ("RAMS") best met the City's requirements; and

WHEREAS, the RFP includes an initial term of three (3) years, with an option to renew for one (1) additional two-year term upon mutual agreement, and funds for the renewal term will be in accordance with the approved budget for each fiscal year; and

WHEREAS, the Purchasing Division, in concurrence with the Director of Finance, recommends award of the RFP for professional auditing services to RAMS in the amount of \$145,950.00 for a three-year term, with the option to renew for one (1) additional two-year period; and

WHEREAS, the City Council believes it to be in the best interests of the City to award the RFP for professional auditing services to RAMS in the amount of \$145,950.00 for a three-year term, with the option to renew for one (1) additional two-year period, as recommended by the Purchasing Division.

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

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

2. The City Council hereby awards the RFP for professional auditing services to:

Rogers, Malody & Scott, LLP

in the amount of \$145,950.00 for a three-year term, with the option to renew for one (1) additional two-year term.

3. The City Manager and City Clerk are authorized and directed to execute an agreement for professional auditing services on behalf of the City of El Cajon, with such changes or amendments as maybe approved by the City Manager.

05/14/19 CC Agenda

RFP 027-19 – Auditing Services – Awd (Rogers Malody & Scott) 050819



City Council
Agenda Report

DATE: May 14, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Recreation
SUBJECT: Community Event in the Right-of-Way - July 4th Picnic

RECOMMENDATION:

That the City Council approves the use of the public right-of-way for the July 4th picnic and fireworks display.

BACKGROUND:

The annual July 4th picnic and fireworks at Kennedy Park, hosted by the City, will have a patriotic theme and include live bands, synchronized music to coincide with the fireworks display, and crafts and games for children. All vendors will be required to provide a business license and approved insurance certificates.

A Traffic Control Plan, providing the least amount of impact to the community, has been prepared by the Public Works Traffic Engineering Division and approved by the City's Traffic Engineer. Approval for the street closures on July 4th from 8:00 a.m. to 10:30 p.m. is requested.

Closures include:

Thursday, July 4, 2019

8:00 a.m. to 10:30 p.m. Kennedy Center Parking Lot (NO Public Parking)

8:00 a.m. to 10:30 p.m. Fourth Street from Madison Avenue to Granite Hills Drive

The Traffic Control Plan will be coordinated with Public Works staff and Police ensuring the effective movement of vehicles and pedestrians, promoting a safe and healthy event.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

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

FISCAL IMPACT:

As previously approved at the 2/12/19 City Council meeting, funding for the event is included in the Fiscal Year 2018-2019 budget, account 103000.

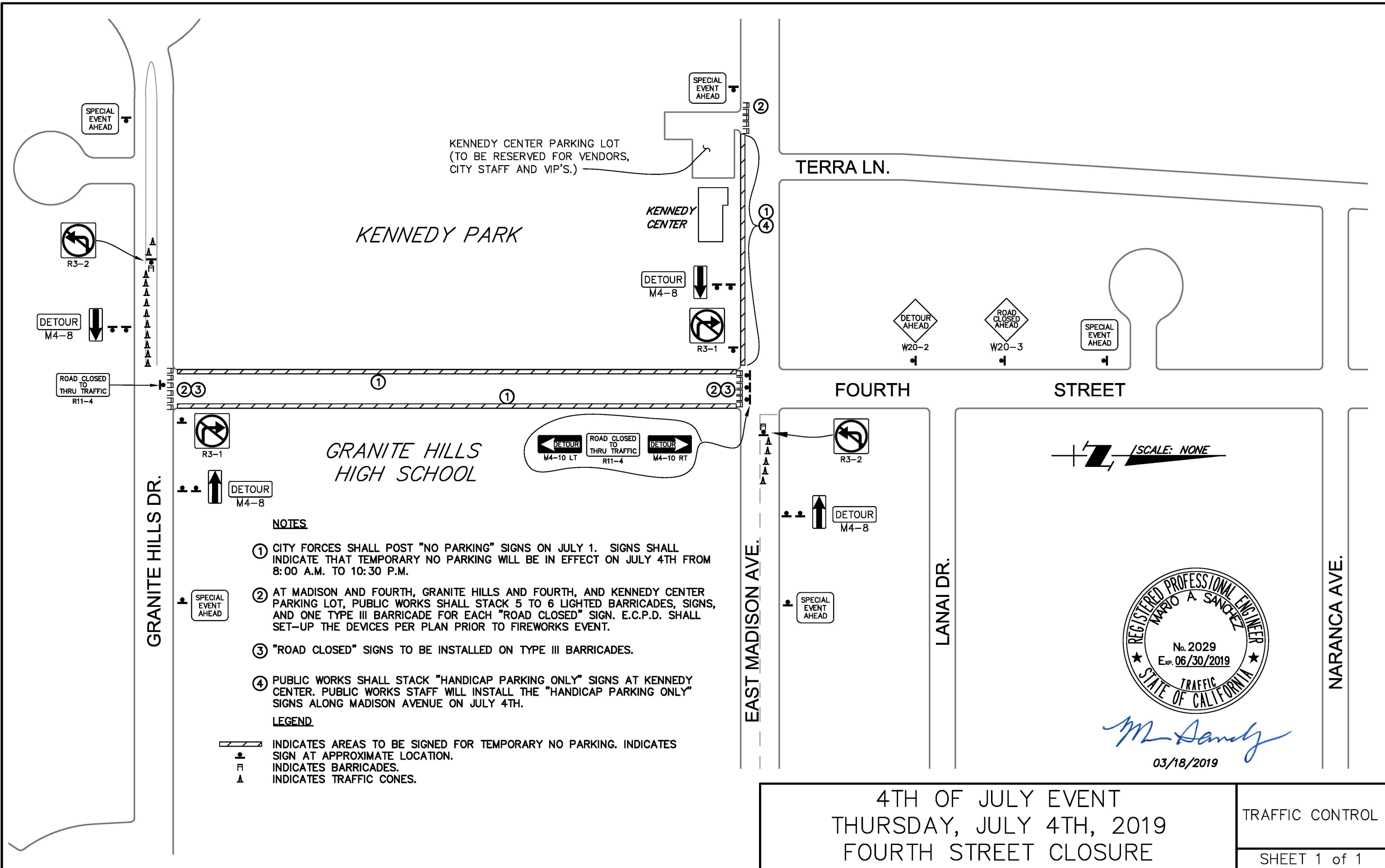
Prepared By: Julie Alon, Recreation Services Manager

Reviewed By: Frank Carson, Director of Recreation

Approved By: Graham Mitchell, City Manager

Attachments

Traffic Control Plan July 4



KENNEDY CENTER PARKING LOT
(TO BE RESERVED FOR VENDORS,
CITY STAFF AND VIP'S.)

KENNEDY PARK

KENNEDY
CENTER

GRANITE HILLS
HIGH SCHOOL

TERRA LN.

FOURTH

STREET

GRANITE HILLS DR.

EAST MADISON AVE.

LANAI DR.

NARANCA AVE.

NOTES

- ① CITY FORCES SHALL POST "NO PARKING" SIGNS ON JULY 1. SIGNS SHALL INDICATE THAT TEMPORARY NO PARKING WILL BE IN EFFECT ON JULY 4TH FROM 8:00 A.M. TO 10:30 P.M.
- ② AT MADISON AND FOURTH, GRANITE HILLS AND FOURTH, AND KENNEDY CENTER PARKING LOT, PUBLIC WORKS SHALL STACK 5 TO 6 LIGHTED BARRICADES, SIGNS, AND ONE TYPE III BARRICADE FOR EACH "ROAD CLOSED" SIGN. E.C.P.D. SHALL SET-UP THE DEVICES PER PLAN PRIOR TO FIREWORKS EVENT.
- ③ "ROAD CLOSED" SIGNS TO BE INSTALLED ON TYPE III BARRICADES.
- ④ PUBLIC WORKS SHALL STACK "HANDICAP PARKING ONLY" SIGNS AT KENNEDY CENTER. PUBLIC WORKS STAFF WILL INSTALL THE "HANDICAP PARKING ONLY" SIGNS ALONG MADISON AVENUE ON JULY 4TH.

LEGEND

- INDICATES AREAS TO BE SIGNED FOR TEMPORARY NO PARKING. INDICATES SIGN AT APPROXIMATE LOCATION.
- INDICATES BARRICADES.
- INDICATES TRAFFIC CONES.

SCALE: NONE



M. Sanchez
03/18/2019

<p>4TH OF JULY EVENT THURSDAY, JULY 4TH, 2019 FOURTH STREET CLOSURE</p>		<p>TRAFFIC CONTROL</p>
		<p>SHEET 1 of 1</p>



City Council
Agenda Report

DATE: May 14, 2019

TO: Honorable Mayor and City Councilmembers

FROM: Nahid Razi, Purchasing Agent

SUBJECT: Award of Bid No. 001-20 – Traffic Signal System Maintenance, Emergency Repairs, and Related Construction Services for the Cities of El Cajon, La Mesa, Lemon Grove, and Santee

RECOMMENDATION:

That the City Council adopts the next Resolutions, in order, to:

1. Approve Plans and Specifications for the Traffic Signal System Maintenance, Emergency Repairs, and Related Construction Services for the cities of El Cajon, La Mesa, Lemon Grove, and Santee project, Bid No. 001-20;
2. Find the first low bidder non-responsive for the reason set forth in this agenda report; and
3. Award the bid to the lowest responsive, responsible bidder, Southwest Traffic Signal Service, Inc. in the total amount of \$462,595, with the option to renew for four additional one-year periods. The City of El Cajon's portion of the award is \$221,515 for the first year.

BACKGROUND:

The Traffic Signal System Maintenance, Emergency Repairs, and Related Construction Services bid is a four-city cooperative contract with the City of El Cajon as the lead agency. The project was advertised on February 21, 2019. Three responses were received and opened at 2:00 p.m. on March 21, 2019.

As stated in the bid specifications, contractors must list a minimum of three International Municipal Signal Association (IMSA) certified employees on staff at the time of the bid opening. The first low bidder, Select Electric, Inc. did not list three IMSA certified technicians. For the reason set forth above, Select Electric, Inc. is non-responsive to the bid specifications.

As stated on the Bidder's Proposal form, the estimated quantities in the specifications are for comparison purposes only. During the evaluation process, City of El Cajon staff increased the estimated allowance for unanticipated materials and parts by \$20,200 to account for as-needed materials in the event of equipment damage caused by vehicle collisions or vandalism. As a result, the City of El Cajon's portion of the award is \$221,515, which includes \$201,315 of scheduled work along with the additional amount of \$20,200.

Staff recommends award of the bid to the lowest responsive, responsible bidder, Southwest Traffic Signal Service, Inc., in the total amount of \$462,595 for all four cities. The summary of bids is attached and complete proposals are on file in the Purchasing Division.

FISCAL IMPACT:

The initial fiscal impact for the City of El Cajon's portion of this project is \$221,515. Sufficient funds are included in the proposed Fiscal Year 2019-20 budget, contingent upon City Council approval: Public Works Traffic Engineering (152310). Subsequent 4-year costs are estimated to total \$867,493.68.

Prepared By: Nahid Razi, Purchasing Agent

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Bid Summary

Reso - Approve Plans & Specs

Reso - Award



City of El Cajon Purchasing Division

Bid Summary

Bid No. 001-20 – Traffic Signal System Maintenance, Emergency Repairs, and Related Construction Services for the Cities of El Cajon, La Mesa, Lemon Grove, and Santee

Bidder	Bid Amount
Select Electric, Inc. (Vista, CA)	\$420,550**
Southwest Traffic Signal Service, Inc. (Santee, CA)	\$442,395*
Siemens Mobility Inc. (El Cajon, CA)	\$448,260

*RECOMMEND AWARD

**NON-RESPONSIVE BIDDER

ENGINEER'S ESTIMATE: \$190,000

PARTICIPATING CITIES' PORTIONS

El Cajon (includes additional amount of \$20,200)	\$221,515
La Mesa	\$92,975
Lemon Grove	\$42,910
Santee	\$105,195

RESOLUTION NO. __-19

RESOLUTION APPROVING
PLANS AND SPECIFICATIONS FOR
TRAFFIC SIGNAL SYSTEM MAINTENANCE,
EMERGENCY REPAIRS, AND RELATED
CONSTRUCTION SERVICES FOR THE CITIES OF
EL CAJON, LA MESA, LEMON GROVE, AND SANTEE
(Bid No. 001-20)

WHEREAS, the Director of Public Works has submitted plans and specifications for the maintenance, emergency repairs, and related construction services of the traffic signal system to be performed for the City of El Cajon, in cooperation with work on behalf of the Cities of La Mesa, Lemon Grove and Santee (the "Project"); and

WHEREAS, it appears to be in the best interests of the City of El Cajon that the plans and specifications for said Project should be approved.

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

1. That the plans and specifications submitted for the Project by the Director of Public Works are hereby approved and adopted as the official plans and specifications for said Project.
2. Said plans and specifications are directed to be filed in the office of the Director of Public Works of the City of El Cajon.

RESOLUTION NO. ___-19

RESOLUTION AWARDING BID FOR
TRAFFIC SIGNAL SYSTEM MAINTENANCE,
EMERGENCY REPAIRS, AND RELATED
CONSTRUCTION SERVICES FOR THE CITIES OF
EL CAJON, LA MESA, LEMON GROVE, AND SANTEE
(Bid No. 001-20)

WHEREAS, the City of El Cajon (the "City") is the lead agency for a multi-city contract that provides street light system maintenance, emergency repair, and related construction services for the cities of El Cajon, La Mesa, Lemon Grove, and Santee, and the cities have participated in cooperative agreements over the past 20 years in order to receive competitive unit bid prices for this work; and

WHEREAS, the operation of traffic signal systems is dependent on routine maintenance, which is vital to the safety and movement of people and goods throughout the City; and

WHEREAS, each participating entity is responsible for its own contractual arrangement and payment; and

WHEREAS, the initial contract period is for a one-year term with the option to renew for four (4) additional one-year periods, and funds for the renewal terms will be in accordance with the approved budget for each fiscal year; and

WHEREAS, an Invitation to Bid for the Traffic Signal System Maintenance, Emergency Repairs, and Related Construction Services for the Cities of El Cajon, La Mesa, Lemon Grove, and Santee (the "Project") was advertised on February 21, 2019, and three (3) responses were received and opened at 2:00 p.m. on March 21, 2019; and

WHEREAS, as stated in the bid specifications, contractors must have a minimum of three (3) International Municipal Signal Association ("IMSA") certified employees on staff at the time of the bid opening; however, following the analysis of the bid, City staff concluded that the first low bidder, Select Electric, Inc. ("Select"), did not list three (3) IMSA certified technicians as required, and was therefore deemed non-responsive to the bid specifications; and

WHEREAS, the City of El Cajon's portion of the award is \$221,515.00, which includes \$201,315.00 of scheduled work and an additional contingency amount of \$20,200.00 for unforeseen work in the event of equipment damage caused by vehicle collisions or vandalism; and

WHEREAS, the Purchasing Division, in concurrence with the Director of Public Works and his counterparts in the other participating cities, recommends award of the bid to the lowest responsive, responsible bidder, Southwest Traffic Signal Service, Inc., in the

total amount of \$462,595.00 for an initial one-year term, with up to four (4) additional one-year renewal options; and

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

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

1. The 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 reject all other bids and proposals except that herein mentioned, and awards the bid for the Street Light System Maintenance, Emergency Repairs, and Related Construction Services for the City of El Cajon, in cooperation with work on behalf of the Cities of La Mesa, Lemon Grove and Santee, to:

Southwest Traffic Signal Service, Inc.

in the total amount of \$462,595.00 for the combined work for the cities of El Cajon, La Mesa, Lemon Grove and Santee, with the City of El Cajon's portion of said award to be \$221,515.00 for the initial one-year term, which includes \$201,315.00 of scheduled work, and an additional contingency amount of \$20,200.00 for unforeseen work in the event of equipment damage caused by vehicle collisions or vandalism.

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



City Council
Agenda Report

DATE: May 14, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Nahid Razi, Purchasing Agent
SUBJECT: Award of Bid No. 002-20 – HVAC Maintenance and Repair Services

RECOMMENDATION:

That the City Council adopts the next Resolutions, in order, to:

1. Approve Plans and Specifications for HVAC Maintenance and Repair Services, Bid No. 002-20; and
2. Award the bid to the lowest responsive, responsible bidder, Countywide Mechanical Systems, Inc. in the total amount of \$65,982, with the option to renew for four additional one-year periods.

BACKGROUND:

The heating, ventilation, and air conditioning (HVAC) maintenance and repair services bid was advertised on February 28, 2019. Three responses were received and opened at 2:00 p.m. on April 3, 2019.

Staff recommends award of the bid to the lowest responsive, responsible bidder, Countywide Mechanical Systems, Inc., in the amount of \$65,982. The summary of bids is attached and complete proposals are on file in the Purchasing Division.

FISCAL IMPACT:

The initial fiscal impact is \$65,982. Sufficient funds are included in the proposed Fiscal Year 2019-20 budget, Public Works Facilities Operations (123000), contingent upon City Council approval. Subsequent 4-year costs are estimated to total \$276,044.07.

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

Attachments

Bid Summary
Reso - Approve Plans & Specs
Reso - Award



City of El Cajon Purchasing Division

Bid Summary

Bid No. 002-20 – HVAC Maintenance and Repair Services

Bidder	Bid Amount
Countywide Mechanical Systems, Inc. (El Cajon, CA)	\$65,982*
ACCO Engineered Systems, Inc. (San Diego, CA)	\$66,152
Paradigm Mechanical Corp. (Lemon Grove, CA)	\$86,981

*RECOMMEND AWARD

ENGINEER'S ESTIMATE: \$50,000

RESOLUTION NO. __-19

RESOLUTION APPROVING
PLANS AND SPECIFICATIONS FOR
HVAC MAINTENANCE AND REPAIR SERVICES
(Bid No. 002-20)

WHEREAS, the Director of Public Works has submitted plans and specifications for HVAC Maintenance and Repair Services (the "Project"); and

WHEREAS, it appears to be in the best interests of the City of El Cajon that the plans and specifications for the Project should be approved.

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

1. That the plans and specifications submitted for the Project by the Director of Public Works are hereby approved and adopted as the official plans and specifications for said Project.

2. Said plans and specifications are directed to be filed in the office of the Director of Public Works of the City of El Cajon.

RESOLUTION NO. __-19

RESOLUTION AWARDING BID FOR
HVAC MAINTENANCE AND REPAIR SERVICES
(Bid No. 002-20)

WHEREAS, on February 28, 2019, the City of El Cajon (the "City") advertised the Heating, Ventilation, and Air Conditioning ("HVAC") Maintenance and Repair Services bid (the "Project"); and

WHEREAS, three (3) responses were received and opened at 2:00 p.m. on April 3, 2019; and

WHEREAS, the Purchasing Division, in concurrence with the Director of Public Works, recommends award of the bid to the lowest responsive, responsible bidder, Countywide Mechanical Systems, Inc., in the total amount of \$65,982.00 for an initial one-year term, with up to four (4) additional one-year renewal options; and

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

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

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

2. The City Council hereby rejects all other bids and proposals except that herein mentioned, and awards the bid to the lowest responsive, responsible bidder as follows:

Countywide Mechanical Systems, Inc.

in the total amount of \$65,982.00 for an initial one-year term, with up to four (4) additional one-year renewal options.

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



City Council
Agenda Report

DATE: May 14, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Jeff Davis, Chief of Police
SUBJECT: 2018 State Homeland Security Grant – Urban Area Security Initiative Program Funding (UASI)

RECOMMENDATION:

That the City Council authorizes the City Manager or designee to accept and appropriate the FY 2018 Urban Area Security Initiative Funding (UASI) in the amount of \$62,940 and to execute any grant documents and agreements necessary for the receipt and use of these funds and equipment.

BACKGROUND:

Since the terrorist attacks of September 11, 2001, there has been heightened concern over the potential for an act of terrorism to occur again within the borders of the United States. The Federal Government, through the Department of Homeland Security, has provided communities throughout the Country with hundreds of millions of dollars for the fight against terrorism.

The FY 2018 State Homeland Security Grant - Urban Area Security Initiative Program Funding (UASI) will be utilized by both the Police and Fire Departments. The Fire Department will receive \$18,959 for UASI sponsored Regional Training participation and the Police Department has been approved to receive the following equipment totaling \$43,981: Avon Gas Masks with Voice Emitters (19), Night Vision Goggles (3), and a Tactical Robot. This equipment will be purchased regionally and transferred to the City of El Cajon for the Special Weapons and Tactics (SWAT) team.

FISCAL IMPACT:

This grant will provide \$62,940 of funding to the Special Revenue Fund and will not impact the General Fund. No matching funds are required for this grant. These funds will be used by the Police and Fire Departments for the projects listed above or as modified in the grant workbook and approved by the granting agency.

Prepared By: Julie Wiley, Sr. Management Analyst

Reviewed By: Jeff Davis, Police Chief

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

MOU FY2018 UASI

RESOLUTION NO.

RESOLUTION OF THE CITY OF EL CAJON AUTHORIZING THE ACCEPTANCE
OF THE FY18 STATE HOMELAND SECURITY - URBAN AREA SECURITY
INITIATIVE (UASI) GRANT IN THE AMOUNT OF \$62,940 FOR TERRORISM
PREPAREDNESS

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of El Cajon that the City Council authorizes the acceptance of the UASI grant offered by the Department of Homeland Security. Provided however, that if the actual revenue received from the source specified should be more or less than the amount set forth herein, that the appropriations shall be adjusted to equal the amount actually received.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Cajon, California, held the 14th day of May, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

DISQUALIFY:

BILL WELLS

MAYOR of the City of El Cajon

ATTEST:

ANGELA L. CORTEZ

City Clerk

I hereby certify that the above and foregoing is a full and true copy of Resolution No. of the Resolutions of the City of El Cajon, California, as adopted by the City Council at the Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency on the 9th day of April 2019.

Angela L. Cortez, City Clerk

**AGREEMENT BETWEEN THE CITY OF
SAN DIEGO OFFICE OF HOMELAND SECURITY AND THE
CITY OF EL CAJON**

FOR THE DISTRIBUTION OF FY 2018 UASI GRANT FUNDS

THIS AGREEMENT is made this day of _____, **20** in the City and County of San Diego, State of California, by and between the CITY OF EL CAJON (“SUBRECIPIENT”) and the CITY OF SAN DIEGO, a municipal corporation (“San Diego” or “City”), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Diego Office of Homeland Security (“OHS”).

RECITALS

WHEREAS, The United States Department of Homeland Security (“DHS”) designated San Diego as an eligible high risk urban area through an analysis of relative risk of terrorism, the San Diego Urban Area (“SDUA”) was established for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) program grant funds; and

WHEREAS, The Urban Area Working Group (“UAWG”), a collaborative subcommittee established by the San Diego County Unified Disaster Council, was established as the Approval Authority for the SDUA, to provide overall governance of the homeland security grant program across the SDUA, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The City of San Diego Office of Homeland Security (“SD OHS”), as the “core city” for the SDUA, will serve as the chair and the UASI Grant Administrator, and SD OHS Executive Director is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Diego has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services (“Cal OES”) to the SDUA, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Diego has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the SDUA; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Diego to distribute a portion of the regional UASI grant funds to SUBRECIPIENT on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in the SUBRECIPIENT Award Letter (Appendix A) and/or approved modification.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SUBRECIPIENT (DUNS#: 78727393) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2018-0054, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated October 1, 2018.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in the approved Financial Management Forms Workbook (FMFW). If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the SD OHS Executive Director with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Diego, including all commissions, departments including OHS, agencies, and other subdivisions of San Diego; (ii) San Diego’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.10(a).

(ii) “**Simplified Acquisition Threshold**” means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods.

(j) “**UASI Management Team**” shall mean The City of San Diego Office of Homeland Security Executive Director, Program Manager, Program Coordinator, as well as project, grant, and administrative staff. The Executive Director appoints members to the Management Team to implement the policies of the UAWG.

(k) **“Pass-through entity”** shall mean a non-Federal entity that provides a sub award to a subrecipient to carry out part of a Federal Program.

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN DIEGO’S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Diego City Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SUBRECIPIENT acknowledges and agrees that the City shall have no obligation to disburse grant funds to SUBRECIPIENT until City and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Diego Chief Financial Officer as set forth in Section 39 of the City of San Diego City Charter:

“No contract, agreement, or other obligation for the expenditure of public funds shall be entered into by any officer of the City and no such contract shall be valid unless the Chief Financial Officer shall certify in writing that there has been made an appropriation to cover the expenditure and that there remains a sufficient balance to meet the demand thereof.”

ARTICLE 3
PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **OCTOBER 1, 2018** and shall end at 11:59 p.m. San Diego time on **APRIL 30, 2021**.

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed the amount awarded under the SUBRECIPIENT Award letter (Appendix A), Training and Exercise Participation Award Letter and/or approved modification. The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SUBRECIPIENT.

3.3 **Use of Funds.**

(a) **General Requirements.** SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SUBRECIPIENT shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until the SD OHS Executive Director or designee has provided written approval for the request. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the SD OHS Executive Director, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) **Obligations.** SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

(e) **Subawards.** SUBRECIPIENT is not an authorized pass-through entity and is not authorized to make any subawards of Grant Funds.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SUBRECIPIENT shall require and ensure that all contractors and other entities receiving Grant Funds from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders,

requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of San Diego and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with San Diego and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Diego or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SUBRECIPIENT shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (a) Administrative Requirements:
 - 1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).
- (b) Cost Principles:
 - 1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
 - 2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations.*
- (c) Audit Requirements:
 - 1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SUBRECIPIENT shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SUBRECIPIENT is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SUBRECIPIENT is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions, including the most recent restrictions in Executive Order 13809 on purchases of specified controlled equipment.

(b) Contract Provisions. All contracts made by the SUBRECIPIENT using Grant Funds must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contract Under Federal Awards). 2C.F.R. § 200.326.

(b) Specific Purchases. If SUBRECIPIENT is using Grant Funds to purchase interoperable communication equipment, SUBRECIPIENT shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SUBRECIPIENT is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SUBRECIPIENT shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond Requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over the simplified acquisition threshold (2C.F.R. § 200.88) or any vehicle, aircraft or watercraft financed with Grant Funds.

(d) Non-Competitive Procurement Requirements. UASI Management Team prior approval is required for any procurement made without advertisement or a competitive process or single response to a request for proposal/bid, regardless of dollar amount, this includes sole source procurements. SUBRECIPIENT shall submit a Non-Competitive Procurement Authorization request to the UASI Management Team for approval prior to expending any grant funds. Additionally, SUBRECIPIENT shall submit a Non-Competitive Procurement Request to the UASI Management Team for CalOES approval for any non-competitive procurement over the simplified acquisition threshold (2C.F.R. § 200.88).

(e) Federal Schedules. SUBRECIPIENT shall submit a Federal Schedule Procurement Authorization request to the UASI Management Team for approval to procure using the Federal supply schedule, prior to expending any grant funds.

3.8 **Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any contractor or other entity receiving Grant Funds from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any contractor or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. SUBRECIPIENT shall also establish procedures to provide for effective use and/or dissemination of the

list to assure that its contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SUBRECIPIENT's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any contractor or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SUBRECIPIENT, the City shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.10 **Disbursement Procedures.** San Diego shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will

return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team.

(e) If SUBRECIPIENT is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SUBRECIPIENT agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SUBRECIPIENT shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SUBRECIPIENT shall notify the UASI Management Team of any project that may require an EHP review. SUBRECIPIENT agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SUBRECIPIENT shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SUBRECIPIENT may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SUBRECIPIENT shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SUBRECIPIENT shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SUBRECIPIENT is using Grant Funds for a communication tower project, SUBRECIPIENT shall complete its Federal Communication Commission ("FCC") EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SUBRECIPIENT understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SUBRECIPIENT shall ensure that all publications created or developed under this Agreement prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security."

3.17 **Performance Period.** SUBRECIPIENT shall ensure that hard copies of all reimbursement requests and supporting documentation will be submitted to the UASI Management Team postmarked no later than the Reimbursement Claim Due Date identified in the Subrecipient Award Letter (Attachment A). Extension requests may be granted based on extenuating circumstances beyond the control of the subrecipient and must be made via the Performance Period Extension Request Form (Appendix D). Requests must contain specific and compelling justifications as to why an extension is required and must be submitted 30 days prior to the current deadline.

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team, in form and substance satisfactory to the UASI Management Team. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SUBRECIPIENT shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUBRECIPIENT shall make available to the UASI Management Team, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SUBRECIPIENT under Section 4.3, and allow access and the right to examine those items. SUBRECIPIENT shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SUBRECIPIENT shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the UASI Management Team no later than six months after the end of SUBRECIPIENT's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SUBRECIPIENT to the UASI Management Team in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements. By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance. SUBRECIPIENT acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SUBRECIPIENT shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Diego's costs of investigating any claims against San Diego.

6.2 **Duty to Defend; Notice of Loss.** SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT. An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's

ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN DIEGO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SUBRECIPIENT(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation

or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, City will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SUBRECIPIENT written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUBRECIPIENT shall commence and perform, with diligence, all actions necessary on the part of SUBRECIPIENT to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUBRECIPIENT and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SUBRECIPIENT or any of its contractors after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at

law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by SUBRECIPIENT.** SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SUBRECIPIENT hereunder without the prior written consent of the UASI Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility.** SUBRECIPIENT shall in all events remain liable for the performance by any contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to City of San Diego Office of Homeland Security UASI Management Team:

San Diego Office of Homeland Security
9601 Ridgehaven Court, MS 1101C
San Diego, CA 92123
Attn: Katherine Jackson, Program Manager
Facsimile No.: (619) 533-6786

If to SUBRECIPIENT:

OFFICE	City of El Cajon
ADDRESS	100 E. Lexington Avenue
CITY, STATE, ZIP	El Cajon, CA 92020
ATTN	Fire & Police Grants Management
FACSIMILE	(619) 441-1648

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such

confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Diego of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Diego to take action on account of such default if such default persists or is repeated. No express waiver by San Diego shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Diego of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the Executive Director or designee may establish alternate procedures for modification of the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Diego.

10.4 **SUBRECIPIENT to Pay All Taxes.** SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, SUBRECIPIENT Award Letter
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request
- Appendix D, Performance Period Extension Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Diego, SUBRECIPIENT shall deliver to San Diego a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. The Total compensation and names of the top five executives if:
 - a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
 - b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SUBRECIPIENT agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SUBRECIPIENT agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

(c) To appropriately recognize the regional collaborative nature of grant funded planning projects, all groups, individuals and jurisdictions who contributed to and/or participated in the planning process shall be properly and clearly acknowledged in the final deliverable.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT's liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Diego, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Diego, its officers, agents and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to San Diego, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, San Diego employee working with SUBRECIPIENT, applicant for employment with SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY OF SAN DIEGO:

SUBRECIPIENT:

By:

By:

KATHERINE JACKSON
PROGRAM MANAGER
OFFICE OF HOMELAND SECURITY

SUBRECIPIENT
GRAHAM MITCHELL
CITY MANAGER

Federal Tax ID #: 95-6000703

Approved as to Form:

Mara W. Elliott
City Attorney

By: _____
Deputy City Attorney

**RECEIVED**

MAR 01 2019

CITY MANAGER'S
OFFICE

February 26, 2019

Graham Mitchell
City Manager
City of El Cajon
200 Civic Center Way
El Cajon, CA 92020

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
FY 2018 Homeland Security Grant Program
Grant# 2018-0054 Cal OES ID# 073-66000
Sub-recipient Performance Period: September 1, 2018, to May 31, 2021

Sub-recipient: City of El Cajon

The San Diego Office of Homeland Security (SD OHS) has approved your FY18 Urban Area Security Initiative (UASI) award.

Activities:	Amount:	Reimbursement Claim Due Date:
All Projects	\$62,940	
Project 010 – Gas Masks	\$23,179	May 31, 2020
Project 010 – Night Vision Goggles	\$12,247	May 31, 2020
Project 010 – Tactical Robots	\$8,555	May 31, 2020
Project 021 – Regional Training - Participation	\$18,959	May 31, 2020

During the application process, the Regional Technology Partnership (RTP) vetted and the Urban Area Working Group (UAWG) approved your project(s). Throughout the grant cycle, SD OHS will use performance milestones set in the HSGP application as indicators of performance and this information may be used in assessing future competitive grant applications. All activities funded with this award must be completed within the sub-recipient performance period.

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, federal schedule and sole source procurement requests, regardless of dollar amount, require prior approval from OHS and the California Governor's Office of Emergency Services (Cal OES). Sub-recipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Sub-recipients are also required to obtain a performance bond prior to the purchase of any equipment item over \$250,000, including any aviation or watercraft financed with homeland security dollars. Performance bonds must be submitted to your UASI Program Representative no later than the time of reimbursement.

City of El Cajon
February 26, 2019
Page 2

Following acceptance of this award, you must sign and return the SD OHS Memorandum of Understanding (MOU) as well as the Cal OES grant assurances. Once your completed MOU and Grant Assurances are signed and received in our office, you may request reimbursement of eligible grant expenditures.

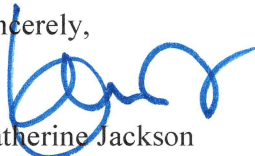
Your agency must coordinate with SD OHS to prepare and submit quarterly projections and milestone reporting via email so that SD OHS can comply with the semi-annual BSIR reporting for the duration of the grant period or until you complete all activities and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

This grant is subject to all provisions of 2 CFR Part 200. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to SD OHS within 30 days upon receipt of an invoice from SD OHS.

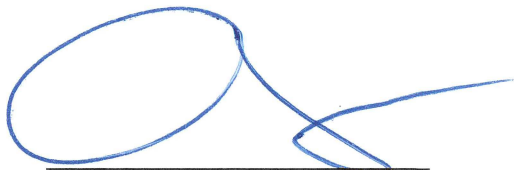
Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 1200 3rd Ave Ste. 1700, San Diego, CA 92101 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OHS UASI Program Representative at (619) 533-6760.

Sincerely,



Katherine Jackson
Program Manager
City of San Diego Office of Homeland Security



Graham Mitchell
City Manager, City of El Cajon

March 1, 2019

Date

Appendix B-- Grant Assurances

Name of Jurisdiction: City of El Cajon
Name of Authorized Agent: Graham Mitchell Address: 200 Civic Center Way
City: El Cajon State: California Zip Code: 92020
Telephone Number: (619) 441-1716
Fax Number: (619) 441-1648 E-Mail Address: gmitchell@cityofelcajon.us

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or

- local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective

enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;

- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS 21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines

issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standardterms-and-conditions>.

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

Applicant: City of El Cajon

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Graham Mitchell

Title: City Manager Date: _____

**City of San Diego Office of Homeland Security
FY18 Urban Area Security Grant**

Grant: FY18 UASI Grant #2018-0054
CalOES #073-66000 CFDA #97.067

Supporting Information for Cash Request

Cash Request # ___: Requesting reimbursement in the amount of \$----- DUNS # _____

Under Penalty of Perjury I certify that:

- The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT for Authorized Expenditures, which expenditures are set forth on the attached Cover Sheet, to which are attached true and correct copies of all required documentation of such expenditures.
- After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Appendix A of this agreement for specific projects and programs.
- The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.
- No Event of Default has occurred and is continuing.
- The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.
- **This claim is for costs incurred within the grant performance period**

Printed Name: _____

Phone Number: _____

Title: _____

Email Address: _____

Mailing Address: _____

Fax Number: _____

**Remittance Address (Address
check will be mailed to)**



Signature _____

Date: _____

Mail Reimbursement Requests to:

City of San Diego Office of Homeland Security
Grants Management Section
1200 Third Ave, Suite 1700
Mail Station 501B
San Diego, CA 92101

Cover Sheet (Invoice)
Office of Homeland Security
FY 18 Urban Area Security Initiative Grant Program
Award # 2018-0054
CalOES ID #073-66000 CFDA #97.067

Reimbursement Request (Invoice) # _____

Mail Reimbursement Request to: **DATE:** _____

City of San Diego **AGENCY:** _____

Office of Homeland Security **DUNS Number:** _____

ATTN: Grants Management Section

1200 Third Ave, Suite 1700

Mail Station 501B

San Diego, CA 92101

Expenditure Period: _____

Maximum Amount of Funds Specified in Subrecipient Award Letter:	

Type of Expenditure	Reimbursements Requested this Request	Total Reimbursements Requested to Date (incl. this request)
Equipment		
Training		
Planning		
Organization		
Exercise		
Total	\$ -	\$ -

For questions regarding this reimbursement request contact

Name

Phone

Email

Remittance Address (Address check will be mailed to)

Appendix C - Form of Reimbursement Request
REIMBURSEMENT REQUEST

Per Diem Expenses for (Employee Name)														Total
Date														
Breakfast														-
Lunch														-
Dinner														-
Snack														-
Tips														-
Total Meals	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GSA Per Diem Meals & Inc Exp. Max														-
Reimbursable Meal Amount	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hotel														-
GSA Per Diem Lodging (excluding taxes & fee)														-
Reimbursable Lodging w taxes Amount	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Airfare														-
Mileage														-
Parking														-
Registration														-
Taxi														-
Total Reimbursable for	-	-	-	-	-	-	-	-	-	-	-	-	-	-
													Total Reimbursable for	-

Per Diem Expenses for (Employee Name)														Total
Date														
Breakfast														-
Lunch														-
Dinner														-
Snack														-
Tips														-
Total Meals	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GSA Per Diem Meals & Inc Exp. Max														-
Reimbursable Meal Amount	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hotel														-
GSA Per Diem Lodging (excluding taxes & fee)														-
Reimbursable Lodging w taxes Amount	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Airfare														-
Mileage														-
Parking														-
Registration														-
Taxi														-
Total Reimbursable for	-	-	-	-	-	-	-	-	-	-	-	-	-	-
													Total Reimbursable for	-

APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST

City of San Diego Office of Homeland Security

PERFORMANCE PERIOD EXTENSION REQUEST

Subrecipient Name: _____

UASI FY: _____

Project:

Project Title:

Total Amount Allocated:

Amount Expended:

Original Performance Period Deadline:

Requested New Performance Period Deadline (final reimbursement claim due on this date):

1. Describe the details of the project:

2. What is the current status of the project?

3. Please provide a timeline as to how you will meet the new requested date:

4. How have you analyzed your errors in the initial timeline? What are the reasons why the project is late?

5. How have you improved your planning and project management process to avoid future delays if this request is granted? What plans and documentation do you have in place to guarantee the requested deadline will be met?

6. List and describe all equipment with costs and AEL #s:

Equipment & Description	Cost	AEL number
PROJECT A:		
TOTAL		
PROJECT B:		
TOTAL		

APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST

PROJECT D:		
TOTAL		
PROJECT E:		
TOTAL		
PROJECT G:		
TOTAL		
All Investments TOTAL		



City Council
Agenda Report

DATE: May 14, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Nahid Razi, Purchasing Agent
SUBJECT: Contract Amendment for Bid No. 018-19 – Elevator Maintenance and Repair Services

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to increase the contract for elevator maintenance and repair services in the amount of \$19,668.16.

BACKGROUND:

On December 11, 2018, the City Council awarded the annual contract for Elevator Maintenance and Repairs to the lowest responsive, responsible bidder, 24 Hour Elevator, Inc., in the amount of \$28,000.

During a routine inspection, it was discovered that an elevator in the Public Safety Center was leaking hydraulic oil from the cylinder seals. If this is not addressed, the leak will continue until the seals completely fail and the elevator will be out of commission.

As a result, an increase of \$19,668.16 is requested for repairs to the elevator. The total cost of this increase exceeds City Council Policy B-4 which grants the City Manager authority to authorize contract change orders up to 25 percent of the contract amount, thus requiring approval from the City Council.

FISCAL IMPACT:

The fiscal impact of this repair is \$19,668.16, for a total contract amount of \$47,668.16. Sufficient funds are available for this service in FY2018-19 Facilities Maintenance (123000) Annual Budget.

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

Attachments

Resolution

RESOLUTION NO. -19

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL CAJON APPROVING AN
AMENDMENT TO THE PUBLIC WORKS CONTRACT
FOR ELEVATOR MAINTENANCE AND REPAIR
(Bid No. 018-19)

WHEREAS, on December 11, 2018, the City of El Cajon (the "City") awarded an annual contract for elevator maintenance and repairs to the lowest responsive, responsible bidder, 24 Hour Elevator, Inc., in the amount of \$28,000.00; and

WHEREAS, during a routine inspection, it was discovered that an elevator in the Public Safety Center was leaking hydraulic oil from the cylinder seals, and if left unaddressed, the leak would continue until the seals fail completely, causing the elevator to be out of commission; and

WHEREAS, an amendment to the contract for elevator maintenance and repair services between the City and 24 Hour Elevator, Inc., is necessary to include in the scope of work the additional work to repair the elevator in the Public Safety Center, and to increase the amount of the contract by an additional \$19,668.16 as additional consideration for such work, which increases the total contract amount to \$47,668.16 for the initial term of the contract; and

WHEREAS, sufficient funds are available for this service in FY2018-19 Facilities Maintenance (123000) Annual Budget.

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 are the findings of the City Council.
2. The City Council does hereby approve an amendment to that certain contract for elevator maintenance and repair services between the City and 24 Hour Elevator, Inc., to include additional services to repair the hydraulic oil leak in an elevator in the Public Safety Center, and to increase the total amount of the compensation for the initial term of the contract by \$19,668.16.
3. The Mayor and City Clerk are authorized and directed to execute an amendment to modify the contract consistent with this resolution on behalf of the City of El Cajon.



City Council
Agenda Report

DATE: May 14, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Extension of Professional Services Agreement for Video Production Services

RECOMMENDATION:

That the City Council authorizes the City Manager to extend the existing Professional Services Agreement between the City of El Cajon and Video Technics for a two-year period in the amount of \$53,187.

BACKGROUND:

Since 2004, the City has relied on Video Technics for video production services. In 2015, the City issued a Request for Proposals for Video Production Services (RFP No. 026-15). At that time, no vendors responded to the RFP. Because no vendors expressed interest, the City opted to directly solicit services from Video Technics via a new agreement for professional services. At that time, Video Technics agreed to perform the scope of work without increasing its previous annual fees and the City Manager authorized an agreement and subsequent amendment for a total two-year period and total contract amount of \$50,000. On July 11, 2017, the City Council authorized a one-year extension to the agreement in the amount of \$25,000, and again on April 24, 2018 in the amount of \$25,650, which included a 2.5 percent increase in the annual contract amount. Upon City Council approval of this extension, the contract will be effective through June 9, 2021.

To comply with its purchasing policy, staff recommends that the City solicit potential vendors through a Request for Proposal (RFP) process in 2020. The RFP process will require staff to assess the equipment operated by the City, determine new equipment that may need to be purchased, analyze the reason no vendors responded to the previous RFP, draft an effective RFP, and solicit vendors through the procurement process. Once again, because of the time involved for this to occur, staff recommends extending the current agreement for service for an additional two-year term. Staff again recommends a 2.5 percent adjustment per year for the two-year term, increasing the contract amount by \$53,187.

Because this exceeds the City Manager's purchasing authority, staff recommends that the City Council authorize an additional two-year extension. The City Council's approval for this extension to the Professional Services Agreement will ensure that the City continues to have professional video production services.

FISCAL IMPACT:

The extension of the Professional Services Agreement will result in a not to exceed amount of \$53,187, for a total contract amount of \$153,837. Sufficient funds will be included in the proposed Fiscal Year 2019-20 and 2020-21 budgets, contingent on City Council approval.

Prepared By: Teresa Bussey, Executive Assistant

Reviewed By: Graham Mitchell, City Manager

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: May 14, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Dave Richards, Senior Management Analyst
SUBJECT: Self-Insure Workers' Compensation

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, authorizing staff to submit an application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure Workers' Compensation liabilities.

BACKGROUND:

The City of El Cajon is a member agency of the CSAC Excess Insurance Authority (the "EIA"), a joint powers insurance authority. The EIA offers risk pooling and insurance services to public entities. The City currently participates in the EIA's Primary Workers' Compensation, Excess Workers' Compensation, and General Liability insurance programs.

City staff is constantly searching for ways to reduce the City's overhead to protect vital fiscal resources. One possible cost savings measure would be to increase the City's insurance deductible known as its Self-Insured Retention ("SIR"). Under the EIA the City has no SIR for Workers' Compensation, and EIA provides indemnification from the very start, up to \$125,000.

The City spends roughly \$3 million on Workers' Compensation and General Liability Insurance annually, with half that cost being attributed to Primary Workers' Compensation.

The City's Primary Workers' Compensation policy through the EIA pays all claim expenses up to \$125,000 on each claim. The primary program does not allow for a higher deductible (or SIR) – it is an all-or-nothing insurance program. The City's Excess Workers' Compensation program picks up coverage at \$125,000 and provides up to the statutory limits (required by law).

At this point, staff does not have the full financial information necessary to confidently make a recommendation to the City Council about changing the City's SIR through another method of providing workers' compensation insurance by self-insuring up to \$125,000. To gather additional information, the City has contracted for an actuarial study of its Workers' Compensation Program. The study will identify how much should be set aside annually to pay for claims assuming the City increases its SIR to \$125,000. The study is expected to be finalized on May 15, 2019.

The EIA allows the City to withdraw from an insurance program on July 1 of each year. To do so, the City must submit a non-binding notice to the EIA by April 30, 2019 of its intent to withdraw from the program. The City sent this notice to the EIA on April 30th.

If the actuarial study supports it, the City will proceed to withdraw from the Primary Workers' Compensation Program and must also register with the California Office of Self-Insurance. To register, the City must submit an application and a City Council approved Resolution authorizing staff to apply for a Certificate of Self-Insurance.

If the Resolution is approved, staff will establish the necessary components for the transition. The following timeline outlines the next steps:

- May 15, 2019 - **Receive and Analyze the Actuarial Report.** If the actuarial report supports a recommendation to self-insure for Workers' Compensation up to \$125,000, staff would then proceed with next steps.
- May 28, 2019 - **Establish a Workers' Compensation Settlement Policy.** If approved, this City Council policy would establish settlement authorities necessary to settle Workers' Compensation Claims with injured employees.
- June 11, 2019 - **Secure a Third Party Administrator.** The City does not administer its own claims rather it receives complementary services from York Risk as part of the Primary Workers' Compensation program. If the City leaves the program, a new contract with York Risk will be necessary. The contract is the last step prior to self-insuring. Council's approval of a contract with York will allow staff to finalize the transition.
- June 12, 2019 - **Submit Application to Self-Insure**
- July 1, 2019 - **Transition to Self-Insured**

In summary, staff is exploring the possibility of increasing the City's Workers' Compensation Self-Insured Retention (the City's deductible) from \$0 to \$125,000 as a way to reduce costs. The City has already taken the first two steps of notifying the EIA and initiating an actuarial study. If the City Council approves the Resolution presented at this meeting, staff will prepare the necessary policies and contracts for Council consideration prior to the July 1, 2019 transition date.

FISCAL IMPACT:

There is no fiscal impact with adopting this enabling resolution.

Prepared By: David Richards, Senior Management Analyst

Reviewed By: Vince DiMaggio, Assistant City Manager

Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. ___-19

RESOLUTION AUTHORIZING APPLICATION
TO THE DIRECTOR OF INDUSTRIAL RELATIONS,
STATE OF CALIFORNIA FOR A CERTIFICATION OF CONSENT
TO SELF-INSURE WORKERS' COMPENSATION LIABILITIES

WHEREAS, the City Council of the City of El Cajon (the "City") is a member agency of the CSAC Excess Insurance Authority (the "EIA"), a Joint Powers Authority, which offers risk pooling and insurance services to public entities; and

WHEREAS, the City currently participates in the EIA's Primary Workers' Compensation, Excess Workers' Compensation, and General Liability insurance programs; and

WHEREAS, the City is continuously seeking for ways to save costs and protect the public's financial resources, and one possible cost savings measure would be to increase the City's insurance deductible known as its Self-Insured Retention ("SIR"); and

WHEREAS, the City spends roughly \$3,000,000 on Workers' Compensation and General Liability Insurance annually, with half of that cost being attributed to Primary Workers' Compensation claims; and

WHEREAS, the City's Primary Workers' Compensation policy has no deductible, meaning that it pays all claim expenses from \$0 to \$125,000, and the primary program does not allow for a higher deductible; and the City's Excess Workers' Compensation program picks up coverage at \$125,000 and provides coverage up to the statutory limits (required by law); and

WHEREAS, having no deductible results in higher rates for Primary Workers' Compensation coverage through the EIA; and

WHEREAS, the City has contracted for an actuarial study of its current Workers' Compensation Program which is expected to be finalized on May 15, 2019, and will identify how much should be set aside annually to pay for claims, assuming the City increases its SIR to \$125,000; and

WHEREAS, the City has submitted a non-binding notice to the EIA of its intent to withdraw from the EIA effective July 1, 2019; and

WHEREAS, in addition to withdrawing from the Primary Workers' Compensation Program, the City must also register with the California Office of Self-Insurance by submitting an application and a City Council-approved resolution authorizing staff to apply for a Certificate of Self-Insurance; and

WHEREAS, the City is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities; and

WHEREAS, the City Council believes it to be in the best interests of the City to explore the possibility of increasing the City's Workers' Compensation Self-Insured Retention – the City's deductible – from \$0 to \$125,000 as a way to reduce costs, and directs staff to prepare the necessary policies and contracts for Council consideration prior to the July 1, 2019 transition date.

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 are the findings of the City Council.

2. The City of El Cajon is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities.

3. The City Manager is hereby authorized and directed to execute an Application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-insure workers' compensation liabilities, and any additional documents required for such application.

05/14/19 CC Meeting

Reso Approve App to DIR re Cert of Consent re Self-Insure WC Liabilities 050719



City Council
Agenda Report

DATE: May 14, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Anthony Shute, Director of Community Development
SUBJECT: Omnibus Zoning Code Update - Amendment to Zoning Code No. 437

RECOMMENDATION:

That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes the public hearing;
3. Moves to INTRODUCE the next ORDINANCE, in order, APPROVING Zoning Code Amendment No. 437; and
4. Requests that the City Clerk read the ORDINANCE by title only.

PROJECT DESCRIPTION:

Each year staff identifies potential technical cleanups during their routine administration of the Zoning Code. A list of cleanups, clarifications and revisions are then brought forward as an amendment to Title 17. Most are non-substantive technical cleanups, with a few minor substantive changes that staff has tentatively identified to fill gaps in current regulations. At this time, staff is proposing a list of changes compiled through the course of last year including modifications to: accessory structure standards, single-family review procedures, standards for the keeping of ordinary pets, standards for outdoor dining, standards and process for freestanding wireless communication facilities, process for on-sale alcoholic beverage establishments, process for the creation of new panhandle lots within the RS-6 zone, and land use tables for consistency.

BACKGROUND:

The Zoning Code was comprehensively revised and reorganized in 2010. Since then, substantive changes and minor technical clean-ups have occurred in 2011, 2013, 2014, 2015, and 2017. The Planning Commission initiated Zoning Code Amendment No. 437 on January 15, 2019. Past changes have addressed newly enacted legislation such as accessory dwelling units and marijuana commercial enterprises. Additionally, changes have been made for consistency with the General Plan and the application of the Mixed-Use Overlay. Staff has brought forward changes incrementally and as needed.

DISCUSSION

Accessory Dwelling Units

Minor changes and rearrangement of regulations are proposed to eliminate ambiguity in regard to parking, separation distance between habitable structures, and size requirements for accessory dwelling units (ADU).

At the Planning Commission hearing, held April 2, 2019, three public speakers representing the Realtors Association spoke regarding owner-occupancy requirements for ADUs. The speakers specifically cited the City of Chula Vista's regulations which provide limited circumstances where the requirement for owner-occupancy may be temporarily suspended. Planning Commission directed staff to research Chula Vista's regulations and present potential exemptions to owner-occupancy requirements for ADUs to the City Council. The following is an excerpt from the City of Chula Vista Zoning Code:

Occupancy Requirement. At the time of building permit submittal, and continuously thereafter, the property owner(s) shall reside on the lot on which the accessory dwelling unit is located or constructed. The Zoning Administrator shall have the authority to suspend this occupancy requirement for a period not to exceed five years when evidence has been submitted that one of the following situations exists:

- a. The property owner's health requires them to temporarily live in an assisted living or nursing facility.*
- b. The property owner is required to live outside the San Diego region as a condition of employment or military service.*
- c. The property owner is required to live elsewhere to care for an immediate family member.*
- d. The property owner has received the property as the result of the settlement of an estate.*

Zoning Code currently requires the property owner to occupy one of the units when a new ADU is permitted. Further, it requires that a notice of restriction be recorded with this requirement, among others, so that it appears in the chain of title for the property. To ensure a quality level of property upkeep and maintenance, and to maintain the single-family character of longstanding neighborhoods, staff does not recommend changes to the existing owner-occupancy requirements in the Zoning Code.

Playgrounds and Parks

Parks, playgrounds and amateur sports fields, public or private, currently require a conditional use permit (CUP). It is proposed to separate this use category into two uses with parks and playgrounds (public or private) permitted by right, and amateur sports fields requiring a minor use permit (MUP).

In the residential land use table, parks and playgrounds (public or private) would also be permitted by right, rather than CUP, consistent with the commercial land use table.

Accessory Structures (Detached Garages, Workshops, etc.)

Currently, a maximum 20-foot tall structure can be erected with a minimum three (3) foot setback from rear and side yard property lines. Based on Planning Commission discussion

during the accessory structures workshop on February 19, 2019, Commissioners wished to address potential two-story, large accessory structures in close proximity to property lines.

The proposed modifications would allow for accessory structures, not greater than 12 feet in height, to be constructed at the same three (3) foot side and rear yard setback. Structures greater than 12 feet in height would observe a minimum five (5) foot setback; this standard parallels the setback requirements of a new, detached ADU. Proposed changes also require approval of a minor use permit for an accessory structure exceeding a footprint of 1,200 square feet. This will allow for review of large accessory structures for compatibility with surrounding properties and uses.

Single-family Dwelling Review Procedures

The single-family dwelling review procedures currently require that all home additions and accessory structures larger than 120 square feet be "designed and constructed architecturally and aesthetically compatible with the existing dwelling." The application of this section has limited opportunities for certain finish materials, such as metal, and has proven to be ambiguous.

Based on discussion at the Planning Commission workshop for accessory structures, held February 19, 2019, the proposed revisions include objective standards for single-family dwelling reviews. The proposed standards help eliminate ambiguity and provide increased flexibility in architectural design and materials while also maintaining a minimum threshold for structure aesthetics. Deviations from the objective standards are proposed to require approval of an administrative zoning permit, rather than the appeal of a Director Determination process currently stipulated in Zoning Code.

Outdoor Dining Areas

The Zoning Code regulates outdoor dining areas in association with eating and drinking establishments on private property, subject to obtaining an administrative zoning permit (AZP). It is proposed that outdoor dining areas be permitted without the requirement of an AZP, subject to meeting proposed standards such as maintaining access pathways, providing a barrier when situated near parking, and standards for outdoor furniture and temporary shade structures. Any deviation of the proposed standards would require an AZP. This does not include sidewalk dining areas located in the public right-of-way which are also subject to an encroachment permit and conditional use permit.

Restaurants with on-sale service within the Regional Commercial (C-R) Zone

The Zoning Code requires restaurants with on-sale alcohol to obtain a conditional use permit (CUP). The C-R zone is intended to accommodate community and regional centers that typically serve large areas of the city—such as Parkway Plaza and downtown. It is proposed to instead require restaurants to obtain a minor use permit (MUP) for on-sale service. The same required findings are necessary before approval, the difference is the decision would be made by the Director of Community Development and not require a public hearing by the Planning Commission. The benefits would be the ability to streamline permits for locations near non-sensitive uses while creating opportunities for uses that complement Parkway Plaza shopping district and the Magnolia Performing Arts Center. This proposal is consistent with the Planning Commission's action on the Hampton Inn project where on-sale beer and wine is

allowed by MUP.

Freestanding Wireless Communications Facilities

Freestanding wireless communications facilities which exceed the maximum building height of the underlying zone require approval of a specific plan. Due to current application trends, coverage needs, and community and emergency service access, it is proposed that freestanding facilities not exceeding 70 feet in height be permitted by conditional use permit (CUP), subject to the same stealth design standard which currently regulate all freestanding wireless facilities. CUPs will still go before the Planning Commission but as a discretionary permit instead of an ordinance.

Keeping of Ordinary Pets

Currently, the Zoning Code allows for no more than two (2) adult dogs and two (2) adult cats per dwelling, with a third dog or cat permissible via approval of an administrative zoning permit. Proposed changes would allow for any combination of up to four (4) adult dogs and cats per dwelling, without requiring a land use permit. This does not increase the total number of ordinary pets allowed, but provides residence more flexibility in the type of pet. The addition of a fifth (5th) adult dog would require approval of an administrative zoning permit.

Commercial Zone Parking Requirements for Restaurants

Restaurants and other eating and drinking establishments require one (1) space per 100 square feet of gross floor area, except in shopping centers over two (2) acres in size where the parking requirement is the same as other general commercial uses (one space per 250 square feet of gross floor area). This prohibits restaurants from locating at many existing and available commercial buildings. Therefore it is proposed that no additional parking be required for restaurants or outdoor dining as a change of use in an existing commercial building. This is consistent with the regulations within the Transit District Specific Plan (TDSP) and Downtown Specific Plan (SP No. 182). Please note that this proposed ordinance change presented to the Planning Commission did not include the following text: **"at an existing commercial property, the parking requirement for restaurants is the same as for other general retail uses."**

Panhandle Lots within the RS-6 Zone

The Zoning Code specifies minimum dimensions for the creation of new lots within the residential zones and requires the approval of a specific plan (SP) for the creation of a panhandle (flag) lot only within the Residential, Single-family, 6,000 square foot (RS-6) zone. To help streamline housing production, removal of the requirement of an SP for new panhandle lots within the RS-6 zone is proposed. The creation of such lots would still require an appropriate map action (tentative parcel map or tentative subdivision map) review for conformance with subdivision and zoning regulations, and a final map recordation.

PLANNING COMMISSION RECOMMENDATION:

On April 2, 2019, the Planning Commission held a public hearing to consider the zoning code update. Three members of the public spoke regarding owner-occupancy and parking requirements for accessory dwelling units. The Commission discussed the item, directed staff to present the City Council with potential exemptions from owner-occupancy requirements for accessory dwelling units, and voted 4-0-1 to adopt Resolution No. 10973, recommending City Council approval of the project.

FINDINGS:

- A. The proposed zoning amendment, including any changes proposed in the various land uses to be authorized, is compatible with the objectives, policies, general land uses, and programs specified in the general plan.*

The proposed changes to the Zoning Code further the goals of the General Plan by implementing reforms to reduce governmental constraints to the development of housing. Further, pursuant to Goal 10, the city “shall periodically revise its regulatory codes, ordinances and policies so that they may reflect current, upgraded standards of development and performance.” The proposed changes ensure clarity and eliminate existing ambiguities within the Zoning Code.

- B. The proposed zoning amendment is consistent with any applicable specific plan governing development of the subject property.*

The proposed zoning code amendment is applicable citywide. No zone changes are proposed as part of this project, and thus the proposed changes do not conflict with specific plans.

- C. It is in the public necessity and convenience and/or general welfare that the zoning regulations governing the property be changed.*

The proposed zoning code amendment is applicable citywide and is not property-specific. The removal of governmental constraints to the provision of housing is required as part of the Housing Element implementation, to maintain compliance with State law, and to ensure that adequate housing is provided. Further, the proposed changes provide clarity, consistency, objective standards for new development, and overall, help streamline multiple development review processes.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed Zoning Code Amendment No. 437 is exempt from the provisions of the California Environmental Quality Act (CEQA) according to the common sense exemption (CEQA Guidelines, section 15061(b)(3)). The common sense exemption applies where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The proposed amendment does not result in any development or changes to the physical environment and does not raise this project to a level of significance that warrants CEQA analysis.

PUBLIC NOTICE & INPUT:

Notice of this public hearing was published in the East County Gazette on April 25, 2019 in compliance with Government Code sections 65090, 65091, and 65092, as applicable. Additionally, as a public service, the notice was posted in the kiosk at City Hall and on the City's website under "Public Hearings/Public Notices." The notice was also mailed to the two public libraries in the City of El Cajon, located at 201 East Douglas Avenue and 576 Garfield Avenue.

RECOMMENDATION:

Staff recommends approval of Zoning Code Amendment No. 437 to address non-substantive technical cleanups in the land use regulations and some regulatory changes to fill gaps in current regulations and to provide clarity in the application of the Zoning Code. Staff does not recommend changes to the current owner-occupancy requirement for accessory dwelling units to maintain a level of property upkeep and to preserve the single-family character of existing neighborhoods.

Prepared By: Alfonso Camacho & Spencer Hayes, Assistant Planners

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

Attachments

Proposed Ordinance APPROVING Title 17 Zoning Code Amendment No. 437

Planning Commission Resolution No. 10973 Recommending City Council Approval

Planning Commission Resolution No. 10968 Initiating Zoning Code Amendment

Planning Commission Excerpt Minutes of April 2, 2019

Summary and Description of Zoning Code Changes

Public Hearing Notice

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL CAJON IMPLEMENTING THE ZONING CODE OMNIBUS FOR 2019 BY AMENDMENTS TO TITLE 17 OF THE EL CAJON MUNICIPAL CODE AS FOLLOWS: CHAPTER 17.10 - *ADMINISTRATION, INTERPRETATION, AND ENFORCEMENT*, SECTION 17.10.010 (ADMINISTRATION, INTERPRETATION, AND ENFORCEMENT); CHAPTER 17.115 - *GENERAL LAND USE REGULATIONS AND PERFORMANCE STANDARDS*, SECTION 17.115.130 (PERFORMANCE STANDARDS); CHAPTER 17.140 - *RESIDENTIAL ZONES*, SECTIONS 17.140.060 (RESIDENTIAL LOT REQUIREMENTS), 17.140.120 (ACCESSORY STRUCTURES), 17.140.170 (SINGLE-FAMILY DWELLING REVIEW PROCEDURES), 17.140.180 (ACCESSORY AND JUNIOR ACCESSORY DWELLING UNITS), AND 17.140.210 (RESIDENTIAL LAND USE TABLE); CHAPTER 17.145 - *COMMERCIAL ZONES*, SECTION 17.145.150 (COMMERCIAL LAND USE TABLE); CHAPTER 17.185 - *PARKING STANDARDS*, SECTIONS 17.185.140 (JOINT USE DRIVEWAYS) AND 17.185.190 (COMMERCIAL ZONE PARKING REQUIREMENTS); CHAPTER 17.205 - *AGRICULTURE AND ANIMALS*, SECTION 17.205.030 (ORDINARY HOUSEHOLD PETS); CHAPTER 17.210 - *ALCOHOL SALES AND DEEMED APPROVED ALCOHOL SALES REGULATIONS*, SECTIONS 17.210.080 (CONDITIONAL USE PERMIT REQUIRED), 17.210.100 (OPERATIONAL STANDARDS), 17.210.130 (NEW AND MODIFIED ON-SALE ESTABLISHMENT STANDARDS), 17.210.140 (DISTANCE REQUIREMENTS – NEW AND MODIFIED ON-SALE ALCOHOL ESTABLISHMENT STANDARDS), AND 17.210.160 (REQUIRED FINDINGS – NEW AND MODIFIED ON-SALE ALCOHOL ESTABLISHMENT STANDARDS); CHAPTER 17.225 - *MISCELLANEOUS SPECIAL USES AND REGULATIONS*, SECTION 17.225.090 (OUTDOOR DINING AREAS); AND CHAPTER 17.245 - *WIRELESS COMMUNICATIONS FACILITIES*, SECTIONS 17.245.080 (PERMIT REQUIRED) AND 17.245.080 (DEVELOPMENT AND DESIGN STANDARDS)

THE CITY COUNCIL OF THE CITY OF EL CAJON DOES ORDAIN AS FOLLOWS:

SECTION 1. Based on the record as a whole, the City Council hereby finds that the proposed Zoning Code Amendments, as modified by this ordinance, are exempt from CEQA pursuant to the "common sense exemption" that CEQA only applies to projects that have potential for causing a significant physical effect on the environment, (CEQA Guidelines, section 15061(b)(3)). Further, the proposed amendments do not warrant CEQA analysis because they do not increase development, and there are no potentially significant environmental effects.

Based upon findings in an Initial Study/Environmental Checklist and Negative Declaration pursuant to the California Public Resources Code sections 21064 and 21080(c), prepared by the City pursuant to the California Environmental Quality Act (CEQA) and the 2019 State CEQA Guidelines for this project, the City Council hereby finds that the proposed Zoning Code Omnibus Update and General Plan Amendment project will result in no impacts or less than significant impacts on the environmental

resources and issues evaluated and hence would not have a significant impact on the environment.

SECTION 2. Section 17.10.010 of Chapter 17.10 of the El Cajon Municipal Code is hereby repealed.

SECTION 3. A new section 17.10.010 of Chapter 17.10 of the El Cajon Municipal Code is hereby added to read as follows:

17.10.010 Administration, Interpretation, and Enforcement

The director of community development (director), or his or her designee, shall administer, interpret, and enforce the provisions of this title, including any ambiguities or omissions herein. In interpreting this title, the director shall gather and review all pertinent facts and make a determination based upon those facts. The director may consult standard references, such as the North American Industrial Classification System (NAICS), as such documents may be amended from time to time, when administering and interpreting this title.

SECTION 4. Section 17.115.130 of Chapter 17.115 of the El Cajon Municipal Code is hereby repealed.

SECTION 5. A new section 17.115.130 of Chapter 17.115 of the El Cajon Municipal Code is hereby added to read as follows:

17.115.130 Performance Standards

All uses and operations within the city shall be subject to the following minimum performance standards:

- A. Air quality.
 - 1. Smoke. In accordance with section 24242 of the California Health and Safety Code, a person shall not discharge smoke into the atmosphere for a period or periods aggregating more than three (3) minutes in any one (1) hour, which is:
 - a. As dark or darker in shade as that designated as No. 1 on the Ringelmann Chart, as published by the U.S. Bureau of Mines; or
 - b. Of such opacity as to obscure an observer's view to a degree equal to or greater than does smoke described above.
 - 2. Air pollution. Fly ash, dust, fumes, vapors, gases, and other forms of air pollution, in accordance with section 24243 of the California Health and Safety Code. A person shall not discharge from any

source whatsoever such quantities of air contaminants or other material which will cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public or which endanger the comfort, repose, health or safety of any such persons or the public or which cause or have a natural tendency to cause injury or damage to animals, vegetation, business or property. In no event shall any emission from any chimney or other source, or any solid or liquid particles in concentration exceed 0.4 grains per cubic foot of the conveying gas at any point.

3. Odors. No emission shall be permitted of odorous gases or other odorous matter in such quantities as to be readily detectable at the property line of the use from which such odor emits, or at the point of greatest concentration if further than the lot line. Any process that may involve the creation or emission of any odors shall be provided with an adequate secondary safeguard system of control, so that control will be maintained if the primary safeguard system should fail. In no event shall odors, gases or other odorous matter be emitted in such quantities as to be readily detectable when diluted in a ratio of one (1) volume of odorous air to four (4) volumes of clean air.

B. Water quality.

1. Wastes into surface runoff. Any discharge of liquid industrial wastes of any sort to surface streams, flood control channels, storm drains and subsurface pits shall be prohibited in conformance with applicable storm water regulations.
2. Wastes into sanitary sewer. Any wastes discharged into the city sanitary sewer, which may require pretreatment, depending upon the type, concentration and volume of material being handled, shall conform to the requirements of Title 13 of the code of the city.
3. Wastes disposed by hauling. Any industry hauling liquid wastes off-site for disposal shall obtain and conform to waste discharge requirements of the California Regional Water Quality Control Board, San Diego Region, which will necessitate hauling such wastes to a Class 1 site for disposal.

C. Noise.

1. The sound level of any individual operation, land use, or activity other than rail, aircraft, street, or highway transportation, shall not exceed the sound levels indicated in the following table. For the purpose of determining compliance with these noise limitations, the sound levels shall be measured at the property lines of the property upon which the operation, land use, or activity is conducted.

Zones	Time of Day	One-Hour Average Sound Level Decibels
All residentially zoned properties	7 a.m.—7 p.m.	60
	7 p.m.—10 p.m.	55
	10 p.m.—7 a.m.	50
All M-U and commercially zoned properties except the C-M zoned properties	7 a.m.—7 p.m.	65
	7 p.m.—10 p.m.	60
	10 p.m.—7 a.m.	55
All C-M and industrially zoned properties	Any time	75
	Conditionally*	80

* Where outdoor noise levels are higher, additional noise attenuation measures, i.e., earphones for workers, increased insulation, double-pane glass, etc., may make noise levels acceptable.

2. For the purposes of this section, interior lease lines within a property or building shall comply with the same standards as lot lines. For noise inside a building, the sound level meter shall be placed at least three (3) feet distant from any wall, ceiling or partition, and the average measurement of at least three (3) different positions throughout the room shall be determined. The sound level limit at a location on a boundary between two (2) adjoining zoning districts shall be that of the more restrictive zone. When any sound level measurement is required it will be made pursuant to the provisions of this chapter and shall be measured with a sound level meter.

3. Equipment noise. It is unlawful for any person within any residential zone, or within a radius of five hundred (500) feet from any residential zone, to operate equipment or perform any outside construction, maintenance or repair work on buildings, structures, landscapes or related facilities, or to operate any pile driver, power shovel, pneumatic hammer, power hoist, leaf blower, mower, or any other mechanical device, between the hours of 7 p.m. of one (1) day and 7 a.m. of the next day in such a manner that a reasonable person of normal sensitivities residing in the area is caused discomfort or annoyance. This subsection shall also apply to any property in the Mixed-Use zone having one or more residential units. This restriction does not apply to emergency work made necessary to restore property to a safe condition, restore utility service, or to protect persons or property from an imminent exposure to danger.

4. Vehicle repairs.
 - a. It is unlawful for any person within any residential zone of the city to repair, rebuild, or test any automobile between the hours of 7 p.m. of one (1) day and 7 a.m. of the next day. This subsection shall also apply to any property in the Mixed-Use zone having one or more residential units.
 - b. It is unlawful for any person within any residential zone of the city to repair, rebuild or test any automobile which is not registered with the Department of Motor Vehicles to a person residing at the address or to an immediate family member of a person residing at the address where such repairing, rebuilding or testing is being performed unless proof of exemption from such registration is provided which clearly demonstrates ownership by a resident at the subject address or an immediate family member of a resident at the subject address. This subsection shall also apply to any property in the Mixed-Use zone that includes one or more residential units.
 - c. Under no circumstances is the operation of an automotive repair facility as a business permitted in any residential zone, or on a property in the Mixed-Use zone that includes one or more residential units on the property.
5. Property upkeep.
 - a. Exterior yards, including front yard setback areas in residential zones, shall be maintained in a clean and sanitary condition, free of garbage, debris, demolition waste, overgrown vegetation, scrap wood and metal, automotive or recreational vehicle parts and fluids, defective appliances or machinery, mattresses or other indoor furnishings, whether in a state of repair or not. This does not include firewood which is neatly stacked and maintained or outdoor furniture in good repair.
 - b. Properties shall not harbor rodents or insect infestations.
6. Refuse vehicles and parking lot sweepers. No person shall operate or permit to be operated a refuse compacting, processing or collection vehicle or parking lot sweeper between the hours of 7 p.m. of one (1) day and 7 a.m. of the next day in any residential zone.
7. Notwithstanding any other provision of this chapter, and in addition thereto, it is unlawful for any person to willfully make or continue, or

cause to be made or continued, any loud, unnecessary, or unusual noise which disturbs the peace or quiet of any neighborhood, or which causes discomfort or annoyance to any reasonable person of normal sensitivity residing in the area. The standards which shall be considered in determining whether a violation of the provisions of this section exists shall include, but not be limited to, the following:

- a. The level of the noise;
 - b. The intensity of the noise;
 - c. Whether the nature of the noise is usual or unusual;
 - d. Whether the origin of the noise is natural or unnatural;
 - e. The level and intensity of the background noise, if any;
 - f. The proximity of the noise to residential sleeping facilities;
 - g. The nature and zoning of the area within which the noise emanates;
 - h. The density of the inhabitation of the area within which the noise emanates;
 - i. The time of the day or night the noise occurs;
 - j. The duration of the noise;
 - k. Whether the noise is recurrent, intermittent, or constant; and
 - l. Whether the noise is produced by a commercial or noncommercial activity.
8. Specific exemptions. Special events of short duration, such as carnivals, fireworks displays, outdoor concerts, parades and sports activities, which are regulated by separate city approval such as a conditional use permit, are specifically exempted from the provisions of this chapter. Noise regulations for such events, however, may be applied as a condition of such separate approval.
9. Enforcement and penalties.
- a. It is a violation for any property owner(s) and/or person(s) in control of property to permit or cause a noise disturbance to be produced upon property owned by them or under their control.

- b. It is a violation for any person or persons to create or allow the making of noise disturbance as provided by this chapter at any location in the city.
 - c. Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor or infraction, and shall be subject to the provisions of the general penalty clause as set forth in section 1.24.010 of this code.
 - d. The operation or maintenance of any device, instrument, vehicle or machinery in violation of any provision of this chapter which causes or creates sound levels or vibration exceeding the allowable limits as specified in this chapter, is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction. Additionally, no provision of this chapter shall be construed to impair any common law or statutory cause or action, or legal remedy of any person for injury or damage arising from any violation of this chapter or from any other law.
- D. Vibrations. Every use shall be so operated that the ground vibration generated by such use is not harmful or injurious to the use or development of surrounding properties. No vibration shall be permitted which is perceptible without instruments at any use along the property line on which such use is located. For the purpose of this determination, the boundary of any lease agreement or operating unit or properties operating as a unit shall be considered the same as the property line.
- E. Radioactivity. No activities shall be permitted which emit dangerous radioactivity at any point.
- F. Electrical disturbance. No activity shall be permitted which causes electrical disturbances affecting the operation of any equipment located beyond the property line of such activity.
- G. Other performance quality. Other uses not specifically noted above are required to conform to performance standards as set forth by the following provisions:
- 1. No use shall be undertaken or maintained unless it conforms to the regulations set forth in this section. No land or building shall be used or occupied in any manner so as to create any dangerous, injurious, noxious or otherwise objectionable fire, explosion or other hazard, noise or vibration, smoke, dust, odor, airborne sand, materials in suspension such as paint droplets or any other form of air pollution,

heat, cold, dampness, electrical or other disturbance, glare, liquid or solid refuse or wastes, or other substance, condition or element in such a manner or in such an amount as to affect adversely the surrounding area or adjacent premises.

H. Heating, Ventilation and Air Conditioning.

1. All HVAC units must attenuate noise to acceptable levels through one of the following standards:
 - a. The HVAC must be kept a minimum of thirty (30) feet from the property line; or
 - b. The HVAC must be surrounded by walls or parapet walls that obstruct the line of sight to adjacent uses; or
 - c. The HVAC must be kept in a mechanical room; or
 - d. An alternative noise attenuation measure that would reduce the noise levels to less than the applicable noise level limits.

I. Ground-Floor Transparency.

1. All ground-floor windows shall be maintained transparent. If windows are to be obscured, no more than fifteen percent (15%) of the window area may be obscured.

SECTION 6. Section 17.140.060 of Chapter 17.140 of the El Cajon Municipal Code is hereby repealed.

SECTION 7. A new section 17.140.060 of Chapter 17.140 of the El Cajon Municipal Code is hereby added to read as follows:

17.140.060 Residential Lot Requirements

**Table 17.140.060
Residential Lot Requirements**

Residential Zone:	Lot Area:	Lot Width:	Lot Depth:	Flag Width:
O-S	See Chapter 17.155	See Chapter 17.155	See Chapter 17.155	See Chapter 17.155
PRD	See Chapter 17.165	See Chapter 17.165	See Chapter 17.165	See Chapter 17.165
RS-40	40,000 s.f. ¹	100 ft.	90 ft. ⁴	20 ft.
RS-20	20,000 s.f. ²	100 ft.	90 ft. ⁴	20 ft.
RS-14	14,000 s.f. ³	90 ft.	90 ft. ⁴	20 ft.
RS-9	9,000 s.f.	70 ft.	90 ft. ⁴	20 ft.

Residential Zone:	Lot Area:	Lot Width:	Lot Depth:	Flag Width:
RS-6	6,000 s.f.	60 ft. interior 70 ft. corner	90 ft. ⁴	20 ft.
RM-6000	6,000 s.f.	50 ft.	90 ft. ⁴	n/a
RM-4300	6,500 s.f.	65 ft.	90 ft. ⁴	n/a
RM-2500	7,000 s.f.	70 ft.	90 ft. ⁴	n/a
RM-2200	7,000 s.f.	70 ft.	90 ft. ⁴	n/a
RM-1450	7,000 s.f.	70 ft.	90 ft. ⁴	n/a
RM-HR	20,000 s.f.	100 ft. interior 110 ft. corner	90 ft. ⁴	n/a

- ¹ The minimum required lot area shall be forty thousand (40,000) square feet, except when two (2) or more lots are created by subdivision or parcel map, the total lot area of all lots, permanently reserved open space, and community recreation areas, not including street area, divided by the total number of residential building lots, shall not be less than forty thousand (40,000) square feet; at least one-half (1/2) of all residential building lots shall contain not less than forty thousand (40,000) square feet; in no case shall a lot contain less than twenty-four thousand (24,000) square feet.
- ² The minimum required lot area shall be twenty thousand (20,000) square feet, except when two (2) or more lots are created by subdivision or parcel map, the total lot area of all lots, permanently reserved open space, and community recreation areas, not including street area, divided by the total number of residential building lots, shall not be less than twenty thousand (20,000) square feet; at least one-half (1/2) of all residential building lots shall contain not less than twenty thousand (20,000) square feet; in no case shall a lot contain less than twelve thousand (12,000) square feet.
- ³ The minimum required lot area shall be fourteen thousand (14,000) square feet, except when two (2) or more lots are created by subdivision or parcel map, the total lot area of all lots, permanently reserved open space, and community recreation areas, not including street area, divided by the total number of residential building lots, shall not be less than fourteen thousand (14,000) square feet; at least one-half (1/2) of all residential building lots shall contain not less than fourteen thousand (14,000) square feet; in no case shall a lot contain less than nine thousand (9,000) square feet.
- ⁴ Unless specifically waived by the city council at the time of map approval, maximum lot depth is limited to three (3) times the average lot width.

SECTION 8. Section 17.140.120 of Chapter 17.140 of the El Cajon Municipal Code is hereby repealed.

SECTION 9. A new section 17.140.120 of Chapter 17.140 of the El Cajon Municipal Code is hereby added to read as follows:

17.140.120 Accessory Structures

Accessory structures such as detached garages, carports, workshops, game rooms, poolrooms, clubhouses, storage buildings, and sheds are permitted in residential zones, subject to the following provisions:

- A. Accessory structures shall not be used as dwelling units.

- B. Accessory structures shall not include kitchen facilities, except for approved common area buildings in multi-family complexes or common interest developments.
- C. The total combined floor area of all accessory and primary structures on a lot shall not exceed the maximum lot coverage of the underlying zones.
- D. Accessory structures, no greater than twelve (12) feet in height, are subject to a minimum three (3) foot setback from the interior side and rear yard property lines.
- E. Accessory structures, greater than twelve (12) feet in height, are subject to a minimum five (5) foot setback from the interior side and rear yard property lines.
- F. Accessory structures are limited to a height of twenty (20) feet.
- G. Accessory structures with a footprint greater than one thousand two hundred (1,200) square feet are subject to the approval of a minor use permit, in conformance with Chapter 17.58.
- H. Accessory structures may include electrical service, a sink, a water heater, and hookups for washers and dryers.
- I. Except for approved common area buildings in multi-family complexes and common interest developments, accessory structures may not include bathrooms, unless a minor conditional use permit is approved pursuant to Chapter 17.50.
- J. Accessory structures shall not be located closer than six (6) feet from any other structure in any single-family zone.
- K. Accessory structures shall not be located closer than twelve (12) feet from any structure used for human habitation in any multi-family zone. Accessory structures shall not be located closer than six (6) feet from any other accessory structure in any multi-family zone.
- L. Accessory structures shall be located to the rear of (behind) the front of the main buildings on the lot. In instances where the main structure(s) is/are located to the rear of the lot, the director may authorize accessory structures in front of the main building. However, in no instance may such accessory structures be located in any required setback area.
- M. Accessory structures located to the rear (behind) the front of the main buildings may be located as close as three (3) feet from interior side and

rear property lines. However, no accessory structure may be located in any exterior side yard setback area.

- N. Accessory structures may not be located within five (5) feet of an alley.
- O. Detached garages and carports that are entered directly from a street shall maintain a minimum distance of twenty (20) feet from the street property line. If such a structure is entered directly from an alley, it shall maintain a distance of five (5) feet from the alley.
- P. The roof of an accessory structure may project to within one and one-half (1-1/2) feet of an interior side or rear property line.
- Q. Accessory structures used for the keeping of animals are subject to the distance requirements listed in Chapter 17.205.
- R. Temporary structures, including structures made of metal, wood, canvas, vinyl, palm fronds, bamboo or similar materials are prohibited in all required exterior yards and in all areas between the public right-of-way and the front of the main structure on the lot. When located behind the front of the main structure on the lot, they are subject to all other provisions of this title.
- S. Notwithstanding other provisions of this section stated above, one (1) temporary shade structure may be allowed in front of the main structure, under the limited circumstances listed in section 17.225.160, and subject to the approval of an administrative zoning permit described in Chapter 17.40.

SECTION 10. Section 17.140.170 of Chapter 17.140 of the El Cajon Municipal Code is hereby repealed.

SECTION 11. A new section 17.140.170 of Chapter 17.140 of the El Cajon Municipal Code is hereby added to read as follows:

17.140.170 Single-Family Dwelling Review Procedures.

Any new building permit application for a single-family dwelling (including manufactured housing), an addition to a single-family dwelling, or a structure accessory to a single-family dwelling in the city shall be subject to the following provisions:

- A. The building plan elevations shall include notations specifying a minimum twelve-inch (12") roof overhang (eave), and the type of material to be used for roofing and siding.
- B. Regardless of building material, all elevations shall include painted surfaces, weather-resistant enamel finishes or finished materials which are non-reflective.

- C. All additions to existing structures and all accessory structures larger than one hundred twenty (120) square feet shall be designed and constructed to be aesthetically compatible with the existing primary structure.
- D. Structures shall meet the following design standards:
1. Architectural design shall be represented on all elevations.
 2. Elevations shall not include blank wall faces and shall include multiple design features for each wall face greater than twelve (12) feet. Design features include, but are not limited to, the following:
 - a. Functional glazing;
 - b. Variation in building materials;
 - c. Structural or decorative lintels or other window and doorway trim;
 - d. Entryway lighting features;
 - e. Shutters;
 - f. Doors which include windows;
 - g. Garage door panels which include windows; and,
 - h. Contrasting trim or molding.
 3. Accessory structures shall have comparable roof style to the primary structure.
 4. Roof and wall planes shall be different colors.
 5. No single wall plane may exceed thirty (30) feet in length. A single wall plane is defined as a surface without architectural relief or projection. Standards for architectural relief or projection are as follows:
 - a. Shall be provided at a minimum eighteen (18) inches in depth; and
 - b. Shall be provided at a minimum four (4) feet in width; and
 - c. May be provided as a step-back or overhang of a second-story wall plain or as a structural design feature such as bay windows.

- E. Landscaping, placement of the structure and screening shall not be substituted for architecturally and aesthetically integrated design.
- F. Deviations from the standards in this section require approval of an administrative zoning permit, in conformance with chapter 17.40.

SECTION 12. Section 17.140.180 of Chapter 17.140 of the El Cajon Municipal Code is hereby repealed.

SECTION 13. A new section 17.140.180 of Chapter 17.140 of the El Cajon Municipal Code is hereby added to read as follows:

17.140.180 Accessory and junior accessory dwelling units.

The standards set forth in this section may be applied to any residentially zoned lot in the city that contains only one (1) single-family dwelling upon such lot. If any use beyond that of one (1) single-family dwelling exists upon a lot, then such lot is not qualified to receive an accessory or junior accessory unit. Notwithstanding the foregoing, no accessory or junior accessory dwelling unit shall be permitted in any approved planned unit development (PUD) or planned residential development (PRD).

- A. Permit Required. A building permit is required for any new accessory or junior accessory dwelling unit.
- B. Size.
 - 1. Each eligible lot, regardless of size, may include an accessory dwelling of up to six hundred forty (640) square feet;
 - 2. For each eligible lot in excess of six thousand four hundred (6,400) square feet, the maximum size of an accessory dwelling unit shall be not more than ten percent (10%) of the lot size and not more than fifty percent (50%) of the size of the primary residence (habitable space), to a maximum of one thousand two hundred (1,200) square feet;
 - 3. No minimum size shall be required for an accessory dwelling unit. Minimum standards shall be applied through the building code; and
 - 4. A junior accessory dwelling unit shall not exceed an area of five hundred (500) square feet.
- C. Parking.
 - 1. Provision of one (1) additional paved off-street parking space. Such parking space may be tandem and/or located in the required front

yard setback area if in compliance with the paved parking standards listed in section 17.140.160. No additional parking is required with any of the following;

- a. Unit is located within one-half ($\frac{1}{2}$) mile of public transit, including transit and bus stations;
- b. Unit is a junior accessory dwelling unit or is part of an existing primary residence or an existing accessory structure; or
- c. There is a car share program located within one block of the accessory dwelling unit.

D. Standards of Development.

1. Existing permitted structures converted to an accessory dwelling unit either attached or detached to the primary residence such as a garage or other accessory building shall meet the following requirements:
 - a. Building and fire safety codes;
 - b. Independent exterior access from existing residence;
 - c. Sufficient side and rear setbacks for fire safety; and
 - d. If a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, or converted to an accessory dwelling unit, the parking for the primary dwelling shall be replaced. Replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces.
2. New detached structures for accessory dwelling units shall meet the following requirements:
 - a. Conformance with all requirements of the zone in which the unit is located, except as identified herein;
 - b. Limited to twenty (20) feet in height;
 - c. Subject to a minimum five (5) foot rear and side setback;
 - d. Subject to a minimum six (6) foot separation from the primary dwelling;

- e. In accordance with the California Health and Safety Code requirement, no fire sprinkler system is required unless provided for in the primary residence. If an accessory dwelling unit is attached to the primary single-family dwelling, the wall separating units shall be as required by the California Building Code and/or the California Residential Code;
 - f. No minimum size shall be required for an accessory dwelling unit. Minimum standards will be applied through the building code;
 - g. Limited in size in accordance with section B.1.d. above;
 - h. Attached covered patios, porches and similar covered areas intended to be used by the occupant of the accessory dwelling unit, except for a garage or carport, shall be limited to a maximum ten percent (10%) of the floor area of the proposed unit; and
 - i. The proposed accessory dwelling unit shall be constructed of similar building materials and with a similar architectural style to the primary dwelling unit.
3. New attached structures for accessory dwelling units shall meet the requirements of the underlying zone.
4. Junior accessory dwelling units shall meet the following requirements:
- a. Shall be created within the existing walls of the primary dwelling and include a bedroom;
 - b. Shall include a separate exterior entry from the primary residence; and
 - c. Shall include an efficiency kitchen that consists of:
 - i. A sink with a maximum waste line diameter of one-and-a-half (1-1/2) inches;
 - ii. A cooking facility with appliance which do not require electrical service greater than one-hundred-and-twenty (120) volts or natural or propane gas;
 - iii. A food preparation counter and storage cabinets that are reasonable to the size of the unit; and

- d. No additional parking shall be required for the junior accessory dwelling unit.
- E. Standards of Performance. Every accessory and junior accessory dwelling unit approved by this title shall meet the following standards of performance:
- 1. The property owner must occupy one (1) of the units. Should this requirement not be honored by the property owner, it will be cause to have the accessory or junior accessory dwelling unit removed in accordance with appropriate procedures.
 - 2. A notice of restriction shall be recorded so that it appears in the chain of title for the property. A building permit will not be finalized without proof of recordation of the notice of restriction.
 - 3. The unit shall not be sold separate from the primary residence.
 - 4. Tenancy shall not be less than thirty (30) days.
- F. Special Exemption from City Standards. Notwithstanding other provisions of this title, the addition of an accessory or junior accessory dwelling unit on a lot as provided under this section of and by itself will not initiate requirements for any new or updated standards relating to the existing residential structure. Such standards or requirements that would otherwise apply will be deferred until the normal operation of those other city code sections come to apply to such property. Such deferral of new or updated standards will not be granted for any building or portion thereof that was constructed illegally, nor will such deferral be granted for required public improvements. It is the clear intent of this subsection that the existing standards which were legally provided on the existing residential structure may remain as they were prior to the construction of the second-family unit.

SECTION 14. Section 17.140.210 of Chapter 17.140 of the El Cajon Municipal Code is hereby repealed.

SECTION 15. A new section 17.140.210 of Chapter 17.140 of the El Cajon Municipal Code is hereby added to read as follows:

17.140.210 Residential land use table.

The following table lists uses that may be established in residential zones. The abbreviations used in the land use table shall have the following meanings:

- A "A" means "adult entertainment permit"
- C "C" means "conditional use permit"
- D "D" means "director's determination"

- MC "MC" means "minor conditional use permit"
- MUP "MUP" means "minor use permit"
- P "P" means "permitted use"
- S "S" means "site development plan permit"
- T "T" means "temporary use permit"
- Z "Z" means "administrative zoning permit"
- X "X" means "not permitted"

In addition to the abbreviated terms listed above, the land use table incorporates endnotes, which are indicated by numerical designators in the final column of the table. The numerical designators correspond with written notes listed at the bottom of the table. The notes provide additional information and direct readers to other applicable sections of the El Cajon Municipal Code.

**Table 17.140.210
Residential Land Use Table**

Residential Zones	PRD	RS-40	RS-20	RS-14	RS-9	RS-6	RM-6000	RM-4300	RM-2500	RM-2200	RM-1450	RM-HR	Notes
Primary Residential Uses (subject to density restrictions)													
Congregate care facility	X	X	X	X	X	X	X	X	P	P	P	P	
Dwellings; attached duplex units or two detached dwelling units	X	X	X	X	X	X	X	P	P	P	P	P	1
Dwellings; up to three detached single-family homes on the same lot, including common interest developments	X	X	X	X	X	X	P	X	X	X	X	X	2
Dwellings; multi-family, attached or detached, including common interest developments	X	X	X	X	X	X	X	P	P	P	P	P	2
Dwelling; single-family detached	P	P	P	P	P	P	P	P	P	P	P	P	2

Residential Zones	PRD	RS-40	RS-20	RS-14	RS-9	RS-6	RM-6000	RM-4300	RM-2500	RM-2200	RM-1450	RM-HR	Notes
Farmworker housing	X	P	P	X	X	X	X	X	X	X	X	X	
Foster family home	P	P	P	P	P	P	P	P	P	P	P	P	
Foster family institution	X	C	C	C	C	C	C	C	X	X	X	C	
Group residential	X	X	X	X	X	X	C	C	C	C	C	C	3
Manufactured home	P	P	P	P	P	P	P	P	P	P	P	P	
Residential care facility for 6 or fewer	P	P	P	P	P	P	P	P	P	P	P	P	
Residential care facility for 7 or more	X	X	X	X	X	X	X	C	C	C	C	C	4
Supportive housing	P	P	P	P	P	P	P	P	P	P	P	P	
Transitional housing	P	P	P	P	P	P	P	P	P	P	P	P	
Accessory Residential Uses													
Accessory structures	X	P	P	P	P	P	P	P	P	P	P	P	5
Accessory structures which include restrooms	X	MC	MC	MC	MC	MC	MC	X	X	X	X	X	5
Bed and breakfast	X	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	X	6
Family day care home, large	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	
Family day care home, small	P	P	P	P	P	P	P	P	P	P	P	P	
Home occupation business	P	P	P	P	P	P	P	P	P	P	P	P	7
Keeping of bees for personal use	X	P	P	X	X	X	X	X	X	X	X	X	8
Keeping chickens for personal use	P	P	P	P	P	P	P	X	X	X	X	X	8
Keeping pet pot-bellied pigs	X	P	P	Z	Z	Z	Z	X	X	X	X	X	8
Keeping pet horses	Z	P	P	Z	Z	X	X	X	X	X	X	X	8

Residential Zones	PRD	RS-40	RS-20	RS-14	RS-9	RS-6	RM-6000	RM-4300	RM-2500	RM-2200	RM-1450	RM-HR	Notes
Keeping domesticated animals under 125 pounds for family use	X	P	P	Z	Z	Z	Z	X	X	X	X	X	8
Keeping rabbits and geese for family use	X	P	P	X	X	X	X	X	X	X	X	X	8
Accessory or Junior Accessory dwelling unit	X	P	P	P	P	P	P	P	P	P	P	P	9
Nonresidential Uses													
Card room, non-gambling	X	P	P	P	P	P	P	P	P	P	P	P	16
Cemetery, crematory, and mausoleum	X	C	C	C	C	C	C	C	C	C	C	C	
Clubs: youth clubs, professional organizations, union halls, fraternal organizations, and similar uses	X	C	C	C	C	C	C	C	C	C	C	C	
Commercial agriculture including: field crops, orchards, vineyards, horticulture, and floriculture	X	P	P	X	X	X	X	X	X	X	X	X	8
Community gardens	P	P	P	P	P	P	P	P	P	P	P	P	8
Day care facility (commercial or non-profit including preschool)	X	C	C	C	C	C	C	C	C	C	C	C	10
Educational institutions	X	C	C	C	C	C	C	C	C	C	C	C	
Governmental buildings and	X	C	C	C	C	C	C	C	C	C	C	C	11

Residential Zones	PRD	RS-40	RS-20	RS-14	RS-9	RS-6	RM-6000	RM-4300	RM-2500	RM-2200	RM-1450	RM-HR	Notes
service facilities													
Heliport	X	C	C	C	C	C	C	C	C	C	C	C	
Marijuana cultivation, delivery, dispensary, manufacturing, and storage	X	X	X	X	X	X	X	X	X	X	X	X	
Nonresidential parking areas in multi-family zones	X	X	X	X	X	X	X	C	C	C	C	C	12
Parks with recreation facilities; private, including non-profit	X	C	C	C	C	C	C	C	C	C	C	C	
Parks and playgrounds, public or private	X	P	P	P	P	P	P	P	P	P	P	P	
Prefabricated storage containers used for short-term storage	T	T	T	T	T	T	T	T	T	T	T	T	
Religious facilities and non-profit service organizations devoted to serving the general public	C	C	C	C	C	C	C	C	C	C	C	C	
Roadside stands for the sale of agricultural products	X	Z	Z	X	X	X	X	X	X	X	X	X	8
Seasonal outdoor businesses	T	T	T	T	T	T	T	T	T	T	T	T	13
Temporary feeding areas	C	C	C	C	C	C	C	C	C	C	C	C	

Residential Zones	PRD	RS-40	RS-20	RS-14	RS-9	RS-6	RM-6000	RM-4300	RM-2500	RM-2200	RM-1450	RM-HR	Notes
Wireless communication facilities	C	C	C	C	C	C	C	C	C	C	C	C	14
Other similar uses	D	D	D	D	D	D	D	D	D	D	D	D	15

1. Legally created lots in the RM-4300 zone are entitled to at least two units, regardless of lot area.
2. Subject to section 17.125.110 common interests developments. See Chapter 17.165 for PRD requirements. See Chapter 17.60 for PUD requirements.
3. Must be separated at least three hundred (300) feet between structures measured at closest wall of each.
4. Use prohibited in SP-182.
5. Subject to the provisions of section 17.140.120 (accessory structures).
6. Subject to the provision of section 17.225.020 (bed and breakfast establishments).
7. Subject to the provisions of section 17.225.050 (home occupations).
8. Subject to the provisions of Chapter 17.205 (animals and agriculture).
9. Subject to the provisions of section 17.140.180 (accessory and junior accessory dwelling units).
10. A "day care facility" is not a "family day care home" as defined in Chapter 17.105.
11. Excludes sewage disposal facilities.
12. Must conform to the standards provided in section 17.185.200 (parking standards).
13. As ancillary to an approved non-residential use, when activity not already covered by CUP.
14. Subject to the provisions of Chapter 17.245 (wireless communications facilities).
15. As determined by the director of community development.
16. May only be operated as an accessory use to a bona fide club, society, professional organization, union hall, fraternal organization, and similar use, with either all applicable discretionary permits, or nonconforming status pursuant to Chapter 17.120, for the primary use. Subject to additional card room regulations listed in Chapter 5.28 (Card Rooms) and Chapter 17.225 (Miscellaneous Special Uses and Regulations) of this Title.

SECTION 16. Section 17.145.150 of Chapter 17.145 of the El Cajon Municipal Code is hereby repealed.

SECTION 17. A new section 17.145.150 of Chapter 17.145 of the El Cajon Municipal Code is hereby added to read as follows:

17.145.150 Commercial land use table.

The following table lists uses that may be established in commercial zones. The abbreviations used in the land use table shall have the following meanings:

- A "A" means "adult entertainment permit"
- C "C" means "conditional use permit"
- D "D" means "director's determination"
- MC "MC" means "minor conditional use permit"
- MUP "MUP" means "minor use permit"

- P "P" means "permitted use"
- S "S" means "site development plan permit"
- T "T" means "temporary use permit"
- Z "Z" means "administrative zoning permit"
- X "X" means "not permitted"

In addition to the abbreviated terms listed above, the land use table incorporates endnotes, which are indicated by numerical designators in the final column of the table. The numerical designators correspond with written notes listed at the bottom of the table. The notes provide additional information and direct readers to other applicable sections of the El Cajon Municipal Code.

**Table 17.145.150
Commercial Land Use Table**

	O-P	C-N	C-G	C-R	C-M	Notes
Commercial Uses						
Adult book store, adult theater, and other adult entertainment activities	X	X	A	A	X	1, 2
Alternative lending including payday loans, anticipatory loans, and auto title lending, excludes federal or state chartered banks, savings and loans, thrifts, and credit unions	X	X	C	C	X	1, 32, 33
Amusement parks including miniature golf, go-cart tracks, mechanized rides, etc.	X	C	C	C	C	
Animal grooming services	X	P	P	P	X	
Antique sales	X	P	P	P	X	
Appliance repair; large gas and electric appliances including heating and air conditioning systems, parts and supplies	X	X	X	X	P	1
Appliance sales; large gas and electric appliances including heating and air conditioning systems, parts and supplies	X	P	P	P	P	
Appliance sales and repair of small electrical appliances	X	P	P	P	P	1
Art galleries, commercial retail	X	P	P	P	X	
Artist studios and art restoration services	P	P	P	P	P	
Athletic clubs and fitness centers	X	P	P	P	X	28
Auction house	X	X	C	C	P	1
Auto parts and accessories; new parts	X	X	P	P	X	1
Auto parts and accessories; used parts, excludes dismantling	X	X	X	X	P	1, 3
Auto rental including the rental of moving vans, trucks and trailers	X	X	C	X	C	1
Auto sales, including: autos, motorcycles, light trucks, and recreational vehicles	X	X	C	C	C	4
Automotive body repair	X	X	C	X	C	1
Automotive service and repair	X	X	C	C	C	1
Automotive fueling station	X	C	C	C	C	5

	O-P	C-N	C-G	C-R	C-M	Notes
Auto washing and detailing, full service carwash	X	X	C	X	X	1
Auto washing, self-service carwash	X	C	C	X	X	1
Bail bonds office	P	P	P	P	P	1
Beauty salon, nail salon, barber shop, and day spa	P	P	P	P	X	6
Beauty supply and cosmetics sales	P	P	P	P	X	
Billboard sign	P	P	P	P	P	7
Blood banks and blood donation facilities	P	P	P	P	X	1
Blood plasma centers	C	X	X	X	X	1
Boat sales including ancillary service and repair	X	X	P	X	C	
Book store, including news copy and magazine sales	P	P	P	P	X	
Bowling alley	X	X	C	C	X	
Camera and photographic sales and related services	X	P	P	P	X	
Card room, non-gambling	P	P	P	P	X	3, 26
Carpet and drapery cleaning and repair services	X	X	X	X	P	
Cemetery, crematory, and mausoleum	C	C	C	C	C	
Child activity centers	X	P	P	P	X	
Circuses and carnivals	X	X	T	X	X	
Clothing and apparel store, new	X	P	P	P	X	
Clothing and costume rentals	X	P	P	P	X	
Clubs: youth clubs, professional organizations, union halls, fraternal organizations, and similar uses	C	C	C	C	X	
Cocktail lounge	X	C	C	C	X	8, 9
Community gardens	P	P	P	P	P	29
Consumer electronics retail sales with ancillary service	X	P	P	P	P	
Contract construction services	X	X	X	X	P	
Convenience market	X	P	P	P	X	8
Custodial and cleaning services including property management and building maintenance with associated vehicle, equipment, and supply storage	X	X	X	X	P	
Dance studio	X	P	P	P	X	
Day care facility	MUP	MUP	MUP	MUP	MUP	
Department store with general retail sales	X	P	P	P	X	
Drive-through service accessory to an authorized land use	S	S	S	S	S	1
Employment services	P	P	P	P	P	
Equipment rental with outdoor storage or display	X	X	C	C	C	1
Equipment rental without outdoor storage or display	X	P	P	P	P	1
Escort service	X	X	P	X	X	3

	O-P	C-N	C-G	C-R	C-M	Notes
Fabric store	X	P	P	P	X	
Farmers market	X	Z	Z	Z	X	34
Financial services and institutions	P	P	P	P	X	10
Firearm and ammunition sales, new and resale	X	P	P	P	X	3
Firing ranges, indoor ranges for fire arms or archery	X	X	C	C	C	1
Florist	P	P	P	P	X	
Funeral parlor and mortuary	P	P	P	P	X	1
Furniture and home furnishing sales	X	P	P	P	P	
Game center and video arcade	X	X	P	P	X	3
General retail sales	X	P	P	P	X	
Gift shop, including novelties, souvenirs, greeting cards, etc.	X	P	P	P	X	
Gunsmith	X	P	P	P	X	1
Hardware store, indoor (includes building materials and related services)	X	P	P	P	P	1
Hardware store with outdoor storage or display (includes building materials and related services)	X	X	C	C	C	1
Headquarters office facility	P	X	P	P	P	
Heavy equipment sales including large trucks and tractor-trailer rigs	X	X	X	X	C	
Hobby shop	P	P	P	P	X	
Hotel and motel	X	X	C	C	X	
Household accessories including bedding, linens, kitchen supplies, etc.	X	P	P	P	X	
Kennel	X	X	X	X	C	
Kiosk, booth, stand and food truck	X	Z	Z	Z	Z	11
Laundry and dry cleaning services, retail, including coin operated self-service laundry	X	P	P	P	X	
Liquor store	X	C	C	C	X	1, 8
Live entertainment	X	X	C	C	X	3
Locksmith and related services	X	P	P	P	P	
Manufactured housing sales including modular and mobile home sales	X	X	P	X	P	
Market	X	P	P	P	X	
Massage establishments, steam bath, and sauna room	X	X	C	C	X	1, 3, 6, 12
Massage services permitted as an accessory use to a permitted primary use	P	P	P	P	X	3, 6, 12
Medical and dental office, laboratories, and clinics open to the general public including acupuncture, chiropractic, and other state licensed health care practices	P	P	P	P	X	
Medical and dental laboratory not open to the public	P	P	P	P	P	
Marijuana cultivation, delivery, dispensary, manufacturing and storage	X	X	X	X	X	

	O-P	C-N	C-G	C-R	C-M	Notes
Modeling agency, talent agencies and entertainment booking services (office only)	P	P	P	P	X	
Motion picture theatre (indoor)	X	X	C	C	X	13
Music lessons conducted indoors	P	P	P	P	X	
Music store including the sale of musical instruments, sheet music, and recorded music	X	P	P	P	X	
Office, administrative, business and professional	P	P	P	P	P	
Office machine sales	X	P	P	P	P	
Optical goods including eye glasses, contact lenses, and eye exams	P	P	P	P	X	
Outdoor dining, accessory to authorized restaurant or cocktail lounge	X	Z	Z	Z	Z	14
Outdoor sales events at existing business developments	T	T	T	T	T	
Parcel delivery and postal services (office only, does not include U.S. Postal Service offices)	P	P	P	P	X	
Pawn shop or pawn broker	X	X	C	C	X	1, 3, 32, 33
Personal storage facility	X	X	C	X	C	15
Pest control services	X	X	X	X	P	
Pet supply stores including pet sales and pet adoption services with accessory indoor veterinary and grooming services	X	P	P	P	X	
Pharmacy	P	P	P	P	X	16
Photocopying and other retail office services for the general public	P	P	P	P	X	
Photographic studio including ancillary photo finishing services	P	P	P	P	X	
Plant nursery	X	X	P	P	P	1
Pool hall or billiards parlor	X	X	C	C	X	3
Prefabricated storage containers used for short term storage	T	T	T	T	T	
Private security company with watch dogs	X	X	C	C	C	1, 3
Private security company without watch dogs	P	P	P	P	P	
Public assembly	X	X	C	C	C	
Recreational facility	MUP	MUP	MUP	MUP	MUP	
Resource recovery center	X	C	C	C	C	17
Restaurant	P	P	P	P	C	8, 9, 18
Restaurant, take-out only	P	P	P	P	C	19
Restaurant (full-service) with alcoholic beverage production use	P	X	C	C	X	8, 9
Seasonal outdoor businesses such as Christmas tree lots	T	T	T	T	T	

	O-P	C-N	C-G	C-R	C-M	Notes
Secondhand merchandise store or kiosk including buying of gold, precious metals, gemstones, jewelry, or electronics	X	X	C	C	X	1, 3, 32, 33
Service and repair of consumer electronics	X	P	P	P	X	
Shoe sales and shoe repair	X	P	P	P	X	
Single room occupancy (SRO) housing	X	X	C	X	X	
Skilled nursing facility	C	C	C	C	C	1
Special training and schooling conducted indoors	P	P	P	P	P	
Special training and schooling conducted outdoors	X	X	X	X	MC	
Sporting goods, bicycles, and toy stores	X	P	P	P	X	
Supermarket	X	P	P	P	X	
Surplus store	X	P	P	P	X	1
Swap meet and flea market	X	X	X	C	X	1, 3
Tailoring, alteration, and sewing services	P	P	P	X	X	
Tattoo and body piercing studio	X	X	P	P	X	1
Thrift or resale shop	X	P	P	P	X	1, 3
Ticket sales office	P	P	P	P	X	
Tobacco and smoke shop, electronic/vapor substance inhalation shop	C	C	C	C	X	1, 20
Tool and equipment repair and sharpening services excluding heavy equipment repair	X	X	P	P	X	1
Trailer and camper sales, non-motorized	X	X	P	X	P	
Travel agency	P	P	P	P	X	
Vehicle storage lot	T	X	T	T	T	
Veterinary and small animal hospital, indoors only	X	X	P	P	P	1
Video sales and rentals including video game sales and rentals	X	P	P	P	X	
Vocational and trade school (conducted indoors)	X	P	P	P	P	9
Vocational and trade school (conducted outdoors)	X	X	X	X	C	9
Volume discount store (including 99¢ and closeout stores)	X	X	P	P	X	1
Watch, clock, and jewelry sales and repair	P	P	P	P	X	
Other similar uses	D	D	D	D	D	21
Light Industrial Uses						
Contract construction services	X	X	X	X	P	
Direct selling organizations (baked goods, ice cream trucks, bottled water vendors, catering wagons, etc.)	X	X	X	X	P	
Food and beverage processing	X	X	X	X	P	
Heavy equipment service and repair	X	X	X	X	C	
Laundry services, industrial, including linen, diaper, and uniform cleaning, alteration and repair services	X	X	X	X	P	
Light manufacturing	X	X	X	X	P	

	O-P	C-N	C-G	C-R	C-M	Notes
Microbrewery	X	X	C	C	C	35
Printing and publishing services, non-retail and excluding contact with the general public	X	X	P	P	P	
Recycling center for metal, cardboard, glass, e-waste, etc.	X	X	X	X	C	
Scientific and commercial testing laboratories including product research and development	X	X	X	X	P	
Service and repair of light machinery including vending machines, office machines, large household appliances, etc.	X	X	X	X	P	
Service and repair of precision instruments including cameras, optical devices, medical devices and electronic testing equipment	X	X	X	X	P	
Warehousing and distribution	X	X	X	X	P	
Wholesale trade excluding explosives	X	X	X	X	P	
Other similar uses	D	D	D	D	D	21
Transportation, Communication and Utilities						
Ambulance service	C	C	C	C	P	1, 3
Bus passenger terminals, public or private charter	X	X	P	P	P	
Bus parking and maintenance facility	X	X	X	X	P	
Heliport	C	C	C	C	C	
Limousine service	X	X	X	X	P	3
Media production including broadcasting studios, and audio and video recording studios	X	P	P	P	P	
Parking lots and garages, short term	P	P	P	P	P	
Radio, and/or television broadcasting	P	P	P	P	P	22
Solid waste disposal facility	C	C	C	C	C	1
Taxicab terminal	X	X	P	P	P	
Towing services with vehicle storage	X	X	X	X	C	1, 3
Towing services without vehicle storage	X	X	C	X	C	1, 3
Trucking terminal for motor freight including parcel delivery service terminals	X	X	X	X	P	
Utilities, excluding sewage treatment	C	C	C	C	C	
Vehicle storage facility, long term, including lots and structures	X	X	X	X	MUP	1
Wireless communication facilities, freestanding	C	C	C	C	C	23
Wireless communication facilities, architecturally integrated or other stealth design	S	S	S	S	S	23
Other similar uses	D	D	D	D	D	21
Institutional and Charitable Uses						
Botanical garden, and arboretum	P	P	P	P	X	
Educational institution	C	C	C	C	C	
Emergency shelters	X	X	C	C	S	1, 24

	O-P	C-N	C-G	C-R	C-M	Notes
Governmental administrative offices (excluding services)	P	P	P	P	P	
Governmental operation center and service facilities	C	C	C	C	C	
Hospital	C	C	C	C	X	
Library, public	P	P	P	P	X	
Museum	P	P	P	P	X	
Non-profit welfare and charitable organizations and services	X	X	C	C	X	1, 27
Parks and playgrounds, public or private	X	P	P	P	P	
Amateur sports fields	X	MUP	MUP	MUP	MUP	
Religious facilities	C	P	P	P	C	9
Temporary feeding area	C	C	C	C	C	
Transition service center	X	X	C	C	P	1, 24
WIC center	P	P	P	P	X	1
Other similar uses	D	D	D	D	D	21
Residential Uses						
Caretaker's unit	P	P	P	P	P	25
Residential care facility	C	C	C	C	X	1

1. Prohibited in SP 182. However, automotive service and repair uses are permitted with approval of a CUP in the portion of SP 182 that is also a part of Special Development Area No. 10 and zoned C-M.
2. Subject to the provisions of Chapter 17.45 (adult entertainment establishments).
3. Requires a Special Operations License for uses as described in ECMC Chapter 5.16. For towing services, only police towing services require a Special Operations License.
4. Off-site outdoor automobile sales are subject to the provisions of section 17.225.190.
5. Subject to the provisions of Chapter 17.215 (automotive fueling stations).
6. Subject to the provisions of Chapter 5.40 of the El Cajon Municipal Code.
7. Subject to the provisions of section 17.190.270 (billboard signs).
8. Subject to the provisions of Chapter 17.210 (alcohol sales).
9. Subject to parking requirements listed in section 17.185.190.
10. "Check cashing only" services are prohibited in SP 182.
11. Subject to the provisions of Chapter 17.40 (Administrative Zoning Permit), section 17.130.250 (kiosks) and section 17.225.240 (food trucks).
12. Subject to the provisions of section 17.225.070 (massage establishments and services)
13. Subject to the provisions of Chapter 17.230 (motion picture theaters).
14. Subject to the provisions of section 17.225.090 (outdoor dining areas).
15. Subject to the provisions of Chapter 17.235 (personal storage facilities).
16. The retail display area shall not exceed fifteen percent (15%) of the gross floor area in the O-P zone.
17. Subject to the provisions of section 17.225.100 (resource recovery centers).
18. Restaurant size may be limited in the C-M zone.
19. Subject to the provisions of section 17.225.130 (take-out only restaurants).
20. Subject to the provisions of Chapter 17.240 (tobacco, smoke shops, and electronic/vapor inhalation shops).
21. As determined by the director of community development.
22. Excludes wireless communications facilities as defined in Chapter 17.105.
23. Subject to the provisions of Chapter 17.245 (wireless communications facilities).

24. Subject to the provisions of section 17.225.180 (transition service centers and emergency shelters).
25. Only one caretaker's unit permitted per lot in association with an authorized primary use occupying the same property. Must be attached to the primary structure on the lot, if such a structure exists.
26. May only be operated as an ancillary use to 1) a bona fide non-profit club, society, professional organization, union hall, fraternal organization, and similar (non-profit) use, with a valid conditional use permit for the primary use, and 2) a restaurant. Subject to additional card room regulations listed in Chapter 5.28 (Card rooms) of Title 5 and Chapter 17.225 (Miscellaneous Special Uses and Regulations) of this Title. Non-profit status must be in place prior to application submittal, as applicable.
27. Non-profit medical and dental clinics are permitted uses. They do not require a CUP and are not prohibited in SP 182.
28. Subject to the parking requirements for places of assembly listed in Table 17.185.190.
29. Subject to the provisions of Chapter 17.205 (agriculture and animals).
30. Excludes businesses purchasing items as an accessory use to a primary retail sales use.
31. Subject to the provisions of section 17.225.200 (Alternative Lending).
32. Subject to the provisions of Chapter 17.250 (Secondhand Merchandise Stores and Pawn Shops).
33. Prohibited in the boundaries of SP 462.
34. Subject to the provisions of section 17.225.220 (Farmer's Market).
35. Subject to the provisions of section 17.225.230 (Microbrewery).

SECTION 18. Section 17.185.140 of Chapter 17.185 of the El Cajon Municipal Code is hereby repealed.

SECTION 19. A new section 17.185.140 of Chapter 17.185 of the El Cajon Municipal Code is hereby added to read as follows:

17.185.140 JOINT USE DRIVEWAYS.

The joint use of abutting driveways on adjacent properties may be permitted upon acceptance by the city of legal arrangements granting joint access. Such joint driveways shall conform to all other provisions of this title relating to length, width and access. "Legal arrangements," as used in this section, shall mean a recorded easement or other agreement that shall be recorded so that it appears in the chain of title of each affected property.

SECTION 20. Section 17.185.190 of Chapter 17.185 of the El Cajon Municipal Code is hereby repealed.

SECTION 21. A new section 17.185.190 of Chapter 17.185 of the El Cajon Municipal Code is hereby added to read as follows:

17.185.190 Commercial zone parking requirements.

The table below lists the minimum parking requirements for non-residential developments and uses.

**Table 17.185.190
Commercial Zone Parking Requirements**

Unique uses	
Caretakers unit	Two (2) spaces in addition to any other parking required at the site
Institutional uses, utilities, and places of assembly	
Religious facilities, theatres, auditoriums, and similar places of assembly	One (1) space per every five (5) fixed seats, or one (1) space for every two hundred (200) square feet of gross floor area whichever is greater.
Public buildings including utilities and related facilities	As determined by CUP
Vocational or trade schools	One (1) space for every thirty-five (35) square feet of laboratory or work area plus one (1) space for every two hundred (200) square feet of remaining floor area at the school.
Commercial uses	
General office uses and general retail commercial uses not specified elsewhere in this table	One (1) space per two hundred fifty (250) square feet of gross floor area up to ten thousand (10,000) square feet, plus one (1) space per three hundred (300) square feet of gross floor area for the next fifteen thousand (15,000) square feet, plus one (1) space per four hundred (400) square feet of gross floor area above twenty five thousand (25,000) square feet
Dance halls	One (1) space per fifty (50) square feet of dance floor, or one (1) space per three hundred (300) square feet of gross floor area, whichever is greater
Restaurants, cocktail lounges, and similar eating and drinking establishments	One (1) space per one hundred (100) square feet of gross floor area, except as follows: In shopping centers over two (2) acres in size, the parking requirement for restaurants is the same as for other general retail uses in that center; at an existing commercial property, the parking requirement for restaurants is the same as for other general retail uses.
Hospitals	One (1) space per bed.
Hotels and motels	One (1) space per room, plus one (1) space per three hundred (300) square feet of gross floor area dedicated to offices, restaurants and lounges located within the hotel or motel.
Automobile fueling station	See Chapter 17.215.

Outdoor venues such as swap meets, farmers markets, athletic fields, and other outdoor recreational facilities	One (1) space for every three (3) people anticipated at maximum attendance as indicated by the required conditional use permit.
Indoor recreational facilities such as bowling alleys, game centers, fitness centers, dance studios, and martial arts facilities.	One (1) space per two hundred (200) square feet of recreation area plus one (1) space per four hundred (400) square feet of non-recreation area; accessory eating and drinking areas to be calculated separately at one (1) space per one hundred (100) square feet.
Outdoor sales areas	One (1) space per one thousand (1,000) square feet of outdoor sales and display. The parking requirement for outdoor sales areas at automobile sales establishments shall be determined at time of the conditional use permit
Transportation facilities (bus depots, trolley stations, etc.)	One (1) space per five (5) fixed seats or one (1) space per four hundred (400) square feet of gross floor area, whichever is greater
Commercial building additions for storage space only	See section 17.130.255

SECTION 22. Section 17.205.030 of Chapter 17.205 of the El Cajon Municipal Code is hereby repealed.

SECTION 23. A new section 17.205.030 of Chapter 17.205 of the El Cajon Municipal Code is hereby added to read as follows:

17.205.030 Ordinary household pets.

The keeping of ordinary household pets shall be permitted in all residential zones, subject to the following regulations:

- A. Not more than four (4) ordinary household pets (dogs or cats) are permitted for each dwelling, together with offspring less than four (4) months of age.
- B. A fifth (5th) ordinary household pet may be authorized for an individual dwelling unit subject to the granting of an administrative zoning permit.

SECTION 24. Section 17.210.080 of Chapter 17.210 of the El Cajon Municipal Code is hereby repealed.

SECTION 25. A new section 17.210.080 of Chapter 17.210 of the El Cajon Municipal Code is hereby added to read as follows:

17.210.080 Conditional use permit required.

- A. Except as provided in subsections B and C, below, all alcoholic beverage establishments to which this chapter is applicable shall obtain a conditional use permit pursuant to Chapter 17.50 of this title and satisfy all pertinent conditions prior to engaging in any alcoholic beverage sales activity.
- B. Unless otherwise required by this chapter, a conditional use permit shall not be required of an alcoholic beverage establishment consisting of a general retail store, a grocery store, or a retail pharmacy, which has (1) at least ten thousand (10,000) square feet of gross floor space, and (2) a maximum of ten percent (10%) of the gross floor area devoted to the sales and display of alcoholic beverages. A conditional use permit shall not be required of an alcoholic beverage production manufacturer with an accessory tasting room. An alcoholic beverage establishment exempt from the requirement of a conditional use permit pursuant to this subsection is deemed to have been approved to conduct alcoholic beverage sales commercial activity subject to the terms and conditions of a conditional use permit required under this chapter provided, however, that if it is found to be in violation of this chapter such an exempt establishment may lose its exemption and be required to obtain a conditional use permit as set forth in section 17.210.260.
- C. All new on-sale alcoholic beverage establishments in the Regional Commercial (C-R) zone shall obtain a minor use permit pursuant to Chapter 17.57 of this title to satisfy all pertinent conditions prior to engaging in any alcoholic beverage sales activity.

SECTION 26. Section 17.210.100 of Chapter 17.210 of the El Cajon Municipal Code is hereby repealed.

SECTION 27. A new section 17.210.100 of Chapter 17.210 of the El Cajon Municipal Code is hereby added to read as follows:

17.210.100 Operational standards—applicable to new, modified, or redeveloped off-sale alcoholic beverage sales activities.

- A. All new, modified, or redeveloped off-sale alcoholic beverage sales activities shall be designed, constructed, and operated to conform to all of the following operational standards:
 - 1. That it does not result in adverse effects to the health, peace or safety of persons residing or working in the surrounding area.
 - 2. That it does not jeopardize or endanger the public health or safety of persons residing or working in the surrounding area.

3. That it does not result in repeated nuisance activities within the premises or in close proximity of the premises, including but not limited to disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, littering, loitering, graffiti, illegal parking, excessive loud noises, especially in the late night or early morning hours, traffic violations, curfew violations, lewd conduct, or police detentions and arrests.
4. That it complies with all provisions of local, state or federal laws, regulations or orders, including but not limited to those of the California Department of Alcoholic Beverage Control, California Business and Professions Code sections 24200, 24200.6, and 25612.5, as well as any condition imposed on any permits issued pursuant to applicable laws, regulations or orders. This includes compliance with annual city business license fees.
5. That its upkeep and operating characteristics are compatible with, and will not adversely affect the livability or appropriate development of abutting properties and the surrounding neighborhood.
6. That it complies with the following alcohol sale limitations:
 - a. No wine shall be displayed, sold or given away in containers of less than seven hundred fifty (750) milliliters, except multipack containers of wine, and multipack wine coolers containing no more than six percent (6%) alcohol by volume.
 - b. No wine shall be displayed, sold or given away with an alcoholic content greater than fifteen percent (15%) by volume unless in corked bottles and aged at least two (two) years.
 - c. No distilled spirits shall be displayed, sold or given away in containers of less than three hundred seventy five (375) milliliters, including but not limited to, airline bottles, except pre-mixed cocktails.
 - d. Notwithstanding subsection (c) above, no distilled spirits shall be displayed, sold or distributed in three hundred seventy five (375) milliliters hip flask containers.
 - e. No beer, ale or malt liquor shall be offered for sale in a container with a volume greater than thirty-two (32) ounces. This restriction is not intended to prohibit the sale of such beverages in kegs or other types of containers, with a volume

of two or more gallons, which are clearly designed to dispense multiple servings.

- f. No sale or distribution of alcoholic beverages shall be made from a drive-up or walk-up window.
- g. No display, sale or distribution of beer or wine, wine coolers or similar alcoholic beverages shall be made from an ice tub, barrel or similar container.
- h. All display of alcoholic beverages shall be no closer than five (5) feet from the store entrance.

7. That it complies with the following public nuisance prevention measures:

- a. Lighting: Exterior areas of the premises and adjacent parking lots shall be provided with sufficient lighting in a manner that provides adequate illumination for alcohol establishment patrons while not spilling onto surrounding residential and commercial properties. A photometric study may be required to demonstrate compliance.
- b. Litter: Adequate litter receptacles shall be provided on site and in the building. The premises shall be kept free of the accumulation of litter and shall be removed no less frequently than once each day the business is open.
- c. Loitering: The following measures may be required:
 - i. No fixtures or furnishings that encourage loitering and nuisance behavior are permitted on the premises. This includes, but is not limited to chairs, seats, stools, benches, tables, crates, etc.
 - ii. The establishment's operators or employees shall be required to discourage loiterers and to ask persons loitering longer than fifteen (15) minutes to leave the area and contact local law enforcement officials for enforcement of applicable trespassing and loitering laws if persons requested to leave fail to do so.
 - iii. No video or other electronic games shall be located in an off-sale alcoholic beverage establishment.
 - iv. No pay phones are permitted outside of the off-sale establishment.

- d. Cups: The sale or distribution to the customer of paper or plastic cups in quantities less than their usual and customary packaging is prohibited.
- e. Signage: There shall be no exterior advertising of alcoholic products, or tobacco and paraphernalia or similarly controlled products as defined in section 8.33.010 of this Municipal Code.
- f. Signs: The following signs shall be required to be prominently posted in a readily visible manner on an interior wall or fixture, and not on windows, in English, Spanish, Arabic and the predominant language of the patrons:
 - i. "California State Law prohibits the sale of alcoholic beverages to persons younger than 21 years of age."
 - ii. "No Loitering or Public Drinking."
 - iii. "It is illegal to possess an open container of alcohol in the vicinity of this establishment."
- g. Presentation of Documents: A copy of the conditions of approval and the California Department of Alcoholic Beverage Control license shall be required to be kept on the premises and presented to any enforcement officer or authorized state or county official upon request.
- h. Mitigating Alcohol Related Problems: The establishment shall be required to operate in a manner appropriate with mitigating alcohol related problems that negatively impact those individuals living or working in the neighborhood including but not limited to sales to minors, the congregation of individuals, violence on or near the premises, drunkenness, public urination, solicitation, drug-dealing, drug use, loud noise and litter.
- i. Drug Paraphernalia: An off-sale alcohol establishment shall be prohibited from selling drug/tobacco paraphernalia products as defined in California Health and Safety Code sections 11014.5 and 11364.5. "Drug paraphernalia" means all equipment products and materials of any kind that are used intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing,

containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance in violation of the California Uniform Controlled Substances Act commencing with California Health and Safety Code section 11000.

- j. Prohibited Vegetation: Exterior vegetation shall not be planted or maintained that could be used as a hiding place for persons on the premises. Exterior vegetation may be planted and maintained in a manner that minimizes its use as a hiding place.
- k. Window Obstructions: To ensure a clear and unobstructed view of the interior of the premises, including the area in which the cash registers are maintained, from the exterior public sidewalk or entrance, no more than fifteen percent (15%) of windows and entry doors shall be blocked by signs, vending machines, shelves, racks, storage, etc.
- l. Training: Each off-sale operator and their employees shall complete the Responsible Beverage Service (RBS) Training component. To satisfy this requirement, a certified program must meet the standards of the Alcohol Beverage Control Responsible Beverage Service Advisory Board or other certifying/licensing body designated by the state of California. Proof of completion shall be submitted to the Community Development department.
- m. Posting of Documents: A copy of these operational standards, any applicable California Department of Alcoholic Beverage Control regulations or city operating conditions, and any training requirements shall be posted in at least one prominent place within the interior of the establishment where it will be readily visible and legible to the employees and patrons of the establishment.

- B. Failure to comply with these requirements shall constitute grounds for revocation of a conditional use permit.

SECTION 28. Section 17.210.130 of Chapter 17.210 of the El Cajon Municipal Code is hereby repealed.

SECTION 29. A new section 17.210.130 of Chapter 17.210 of the El Cajon Municipal Code is hereby added to read as follows:

17.210.130 New and modified on-sale alcohol establishment standards.

Except as otherwise provided in this chapter, no person shall establish a new on-sale alcoholic beverage establishment or modify an existing on-sale alcoholic beverage establishment in violation of section 17.120.030 of this title or an applicable conditional use permit without first obtaining a conditional use permit or minor use permit (C-R zone) in the manner provided by this chapter. Furthermore, the standards contained in sections 17.210.140 through 17.210.160 require on-sale alcoholic beverage establishments to secure a conditional use permit or minor use permit in the manner provided in this chapter in order to lawfully engage in the sale of alcoholic beverages from premises located in the city of El Cajon; and require such establishments to manage such premises in accordance with the requirements of such permit, including operational standards and any conditions of approval incorporated as conditions of the permit.

SECTION 30. Section 17.210.140 of Chapter 17.210 of the El Cajon Municipal Code is hereby repealed.

SECTION 31. A new section 17.210.140 of Chapter 17.210 of the El Cajon Municipal Code is hereby added to read as follows:

17.210.140 Distance requirements—applicable to new on-sale alcoholic beverage establishments.

- A. No new on-sale alcoholic beverage establishment shall be located within one thousand (1,000) feet of an existing on-sale alcoholic beverage establishment (except in the C-R zone) and/or within six hundred (600) feet of residentially zoned property, public or private schools, health care facilities, religious facilities, parks or playgrounds, and off-sale alcoholic beverage establishments, except:
 - 1. A restaurant with an ancillary bar with less total square footage than the restaurant eating area; or
 - 2. On-sale alcoholic beverage establishment with alcohol sales secondary and incidental to an approved, complementary, principal use within the boundaries of Specific Plan No. 182; or
 - 3. An alcoholic beverage manufacturer such as a craft brewery with an ancillary tasting room or craft brewery with a full service restaurant.
- B. For purposes of this section, distances shall be measured between the closest property lines of the affected locations.
- C. For the purposes of this section, "secondary and incidental," shall mean that the sales of alcoholic beverage shall be limited to not more than twenty-five percent (25%) of the gross annual retail receipts generated by the use on the site, which shall be calculated on a quarterly basis, for the prior twelve

(12) month period ending on the last day of the then concluding quarter of year, and shall further mean that sales of alcoholic beverages are not promoted or advertised in any signs, or the name of the business establishment.

- D. For the purposes of this section, "principal use," may include, but is not limited to, live entertainment, participatory sporting activities, museums, theaters, performing arts center owned by a public agency, hotels, or other, similar uses approved by the city council, so long as the location of the sales of alcoholic beverages occurs on the same premises as the principal use, and the owner of the principal use is the owner of the liquor license.

SECTION 32. Section 17.210.160 of Chapter 17.210 of the El Cajon Municipal Code is hereby repealed.

SECTION 33. A new section 17.210.160 of Chapter 17.210 of the El Cajon Municipal Code is hereby added to read as follows:

17.210.160 Required findings—new on-sale alcoholic beverage sales activities.

In addition to the findings listed in section 17.50.060, the issuance of a conditional use permit or minor use permit to allow a new on-sale alcoholic beverage sales activity shall meet the following findings:

- A. The proposed alcoholic beverage sales activity will not exacerbate existing problems in the neighborhood created by the sale of alcohol such as loitering, public drunkenness, sale of alcoholic beverages to minors, noise and littering.
- B. The proposed alcoholic beverage sales establishment will not detrimentally affect nearby neighborhoods considering the distance of the alcohol establishment to residential buildings, schools, parks, playgrounds or recreational areas, nonprofit youth facilities, places of worship, hospitals, alcohol or other drug abuse recovery or treatment facilities, county social service offices, or other alcoholic beverages sales activity establishments.
- C. The proposed alcoholic beverage sales establishment is not located in what has been determined to be a high-crime area or where a disproportionate number of police service calls occur. In the alternative, if the proposed alcoholic beverage sales establishment is proposed to be located in a high-crime area or where a disproportionate number of police service calls occur, the establishment has or will adopt appropriate safeguards, to be set forth in conditions of approval, reasonably intended to prevent any increase in criminal activities and calls for service.

SECTION 34. Section 17.225.090 of Chapter 17.225 of the El Cajon Municipal Code is hereby repealed.

SECTION 35. A new section 17.225.090 of Chapter 17.225 of the El Cajon Municipal Code is hereby added to read as follows:

17.225.090 Outdoor dining areas.

Outdoor dining areas are permitted in association with otherwise permitted and legally established eating and drinking establishments, subject to the following guidelines of this section. The total area dedicated to outdoor dining shall not exceed the area dedicated to indoor dining. The outdoor dining area shall not be located in the public right-of-way, unless approved by the department of public works. No additional parking is required for the outdoor dining area as long as the area dedicated to outdoor dining is less than the area dedicated to indoor dining.

All outdoor dining uses shall maintain ingress/egress and pedestrian circulation subject to building and fire safety code requirements including Americans with Disabilities Act requirements; and shall comply with the following minimum requirements:

- A. Maintain a minimum four (4) foot wide access in a direct and straight path to the building entrance clear and unimpeded for ingress and egress.
- B. Maintain a minimum four (4) foot wide sidewalk for general pedestrian circulation adjacent to the use.
- C. Maintain a minimum fifteen (15) foot radius from street corner intersections, measured from the back of the curb.

The location and use of the outdoor seating area shall not obstruct the movement of pedestrians, goods or vehicles; required parking spaces; driveways or parking aisles; entrances; legal signs; utilities or other improvements. When located adjacent to parking spaces, driveways or parking lot aisles, a physical barrier such as curb or railing shall be provided.

Furnishings shall be strictly limited to chairs, benches and tables, and single pole table umbrellas designed for outdoor use. All furnishings and barriers shall be maintained free of appendages or conditions that pose a hazard to pedestrians and vehicles.

Table center and freestanding umbrellas are permitted.

The outdoor seating area shall be located proximate to the business providing the seating, such as adjacent to the building or within courtyards. Outdoor seating areas shall not reduce, be located within, or damage any required landscaped area.

Any deviation from the standards listed in this subsection shall require an administrative zoning permit in compliance with Chapter 17.140.

SECTION 36. Section 17.245.040 of Chapter 17.245 of the El Cajon Municipal Code is hereby repealed.

SECTION 37. A new section 17.245.040 of Chapter 17.245 of the El Cajon Municipal Code is hereby added to read as follows:

17.245.040 Permits required.

A conditional use permit processed in accordance with Chapter 17.50 of this title shall be required for all wireless communications facilities proposed to be located in any residential zone. Further, a conditional use permit shall be required for any proposed freestanding facility, including collocation facilities, in any commercial, office or industrial zone. A site development plan permit processed in accordance with Chapter 17.65 of this title shall be required for any architecturally integrated facility in commercial, office or industrial zones only, and any new collocated facilities added to a collocation wireless communications facility approved by a conditional use permit and accompanied by either a negative declaration, mitigated negative declaration, or environmental impact report. Subject to the determination of the director, any modification to existing wireless facilities may require an amendment of the applicable conditional use permit or site development plan.

SECTION 38. Section 17.245.080 of Chapter 17.245 of the El Cajon Municipal Code is hereby repealed.

SECTION 39. A new section 17.245.080 of Chapter 17.245 of the El Cajon Municipal Code is hereby added to read as follows:

17.245.080 Development and design standards.

Every proposed wireless communications facility shall satisfy the following development and design standards:

- A. The installation of wireless communications facilities shall not reduce the number of required parking spaces on any proposed sites in any zone.
- B. All wireless communications facilities and accessory equipment shall meet the required setbacks of the underlying zone, except that in any residential zone, the minimum setback for any antenna or equipment building from any property line shall be twenty (20) feet. Furthermore, any wireless facility located in a commercial or manufacturing zone shall maintain a setback of twenty (20) feet from any adjacent residentially zoned property.
- C. Each service provider with a wireless communications facility in the city shall obtain a city business license.
- D. All proposed wireless communications facilities shall be located so as to minimize their visual impact to the maximum extent feasible, considering

technological requirements, by means of placement, screening and camouflage, as well as landscaping, to be compatible with adjacent uses, existing architectural elements, topography, neighborhood landscaping, and building materials, and other site characteristics.

- E. Architecturally integrated wireless communications facilities shall satisfy the following development and design standards:
1. Shall be painted and textured to match the existing structure or building;
 2. Shall be constructed at the minimum height possible while complying with the building height requirements of this title to serve the service area and be designed to minimize their visibility from surrounding areas;
 3. Shall be integrated architecturally to match the style and character of the structure they are attached to, in conformance with Chapter 17.180; and
 4. May be developed as a steeple, spire, clearstory, or similar architectural projection in accordance with section 17.130.115.
- F. Freestanding facilities shall be discouraged unless no reasonable alternative is possible. This type of facility shall satisfy the following development and design standards:
1. Shall be of a stealth design only (e.g., piece of art/sculpture, clock tower, flag pole, tree or other interesting, appropriate and compatible visual form). They shall be painted and designed to blend in with the surrounding area. Landscaping necessary to minimize the visual effect of a stealth freestanding facility shall be provided;
 2. Shall be designed to the minimum functional height and width required to support the proposed wireless facility; and
 3. Shall not exceed seventy (70) feet in height.
- G. Wireless facility support structures such as equipment buildings, cabinets, cables, air conditioning units and fencing, shall be painted and textured to match the surrounding physical area and screened with landscaping in order to minimize visual impacts.
- H. No advertising signs shall be placed on any facilities or equipment.

SECTION 40. This ordinance shall become effective thirty (30) days following its passage and adoption.

Ord – Zoning Code Omnibus 050219

05/14/19 CC Agenda – 1st Reading

05/28/19 CC Agenda – 2nd Reading

PLANNING COMMISSION RESOLUTION NO. 10973

A RESOLUTION RECOMMENDING CITY COUNCIL APPROVAL OF
ZONING CODE AMENDMENT NO. 437.

WHEREAS, on February 19, 2019, the Planning Commission adopted Resolution No. 10968 initiating an amendment to the Zoning Code with overall changes for minor technical edits, modifications for clarity and consistency, and regulatory revisions to address ambiguity and streamline development processes; and,

WHEREAS, the Zoning Code requires regular maintenance to ensure that it is consistent and effective in regulating the use and development of land in the City, and staff has identified various modifications needed to improve clarity, consistency, and application of the Zoning Code; and,

WHEREAS, the residential and commercial land use tables have been updated to reduce permit levels to facilitate investment in land use and site developments; and,

WHEREAS, the accessory and junior accessory dwelling unit regulations have been updated to eliminate ambiguity; and,

WHEREAS, the accessory structure review procedures have been modified to include objective design standards and greater flexibility in exterior material choices; and,

WHEREAS, accessory structure setbacks and height regulations have been modified to address structures near property lines and to require a minor use permit for large accessory structures; and,

WHEREAS, the process to create a new panhandle parcel within the Residential, Single-family, 6,000 square foot zone no longer requires approval of a specific plan; and,

WHEREAS, on-sale alcoholic beverage sales processes have been modified for streamlining of permitting and clarity in the C-R zone only; and,

WHEREAS, new standards are established for outdoor dining on private property in association with bona fide eating and drinking establishments; and,

WHEREAS, modified standards and processes allow for freestanding wireless communication facilities, up to 70 feet in height, by conditional use permit; and,

WHEREAS, regulations for the keeping of ordinary household pets has been updated to allow for increased flexibility in the number of adult pets per dwelling; and,

WHEREAS, the El Cajon Planning Commission directed staff to research and present proposed exemptions to the owner-occupancy requirement for accessory dwelling units for City Council consideration; and,

WHEREAS, the El Cajon Planning Commission held a duly advertised public hearing on April 2, 2019, to consider Zoning Code Amendment No. 437 to improve clarity and consistency in the Zoning Code; and,

WHEREAS, the El Cajon Planning Commission considered the proposed CEQA common sense exemption in accordance with the California Environmental Quality Act Guidelines section 15061(b)(3) for the proposed project; and,

WHEREAS, at the public hearing the Planning Commission received evidence through public testimony and comment, in the form of verbal and written communications and reports prepared and presented to the Planning Commission, including (but not limited to) evidence such as the following:

- A. The proposed changes to the Zoning Code further the goals of the General Plan by implementing reforms to reduce governmental constraints to the development of housing. Further, pursuant to Goal 10, the city "shall periodically revise its regulatory codes, ordinances and policies so that they may reflect current, upgraded standards of development and performance." The proposed changes ensure clarity and eliminate existing ambiguities within Zoning Code.
- B. The proposed zoning code amendment is applicable citywide. No zone changes are proposed as part of this project, and thus the proposed changes do not conflict with specific plans.
- C. The proposed zoning code amendment is applicable citywide and is not property-specific. The removal of governmental constraints to the provision of housing is required as part of the Housing Element implementation, and to maintain compliance with State law, and to ensure that adequate housing is provided. Further, the proposed changes provide clarity, consistency, and objective standards for new development, and overall, help streamline multiple development review processes.

WHEREAS, after considering such evidence and facts the Planning Commission did consider Zoning Code Amendment No. 437 as presented at its meeting.

NOW, THEREFORE, BE IT RESOLVED by the El Cajon Planning Commission as follows:

Section 1. That the foregoing recitals are true and correct, and are findings of fact of the El Cajon Planning Commission in regard to Zoning Code Amendment No. 437.

Section 2. That based upon said findings of fact, the El Cajon Planning Commission hereby RECOMMENDS City Council APPROVAL of Zoning Code Amendment No. 437 included as Exhibit A.

{The remainder of this page is intentionally blank}

PASSED AND ADOPTED by the El Cajon Planning Commission at a regular meeting held April 2, 2019, by the following vote:

AYES:	CIRCO, MROZ, ORTIZ, SOTTILE
NOES:	NONE
ABSENT:	LONGORIA



Paul CIRCO, Chair

ATTEST:



Melissa DEVINE, Secretary

PLANNING COMMISSION RESOLUTION NO. 10968

A RESOLUTION OF INTENT DIRECTING STAFF TO PREPARE FOR CONSIDERATION AN AMENDMENT TO TITLE 17 OF THE EL CAJON MUNICIPAL CODE FOR PLAYGROUNDS AND PARKS, OUTDOOR DINING STANDARDS, NEW ON-SALE ALCOHOLIC BEVERAGE ESTABLISHMENTS IN THE C-R ZONE, FREESTANDING WIRELESS COMMUNICATIONS FACILITIES, COMMERCIAL ZONE PARKING REQUIREMENTS FOR RESTAURANTS, AND CREATION OF NEW PANHANDLE LOTS WITHIN THE RESIDENTIAL, SINGLE-FAMILY, 6,000 SQUARE FOOT (RS-6) ZONE, AS WELL AS VARIOUS TECHNICAL CLEANUPS, REVISIONS, AND EDITS.

WHEREAS, Planning administers Title 17 (Zoning) of the El Cajon Municipal Code and in that capacity, tracks technical cleanups and identifies regulatory gaps for inclusion in an annual omnibus amendment of the Zoning Code; and

WHEREAS, the Zoning Code requires regular maintenance to ensure that it is consistent and effective in regulating the use and development of land in the City; and

WHEREAS, the Planning Commission considered the scope of work in the agenda report in addition to public testimony; and

WHEREAS, the El Cajon Planning Commission acknowledges that the initiation of these amendments is not a project subject to the California Environmental Quality Act (CEQA) because it is a procedural, administrative step in the process, which only directs staff to study and prepare potential amendments for future consideration.

NOW, THEREFORE, BE IT RESOLVED, that based upon said findings of fact, the El Cajon Planning Commission directs staff to prepare the following:

An amendment to El Cajon Municipal Code Title 17 (Zoning) to consider revisions for playgrounds and parks, outdoor dining, new on-sale alcoholic beverage establishments, wireless communications facilities, commercial zone parking requirements for restaurant uses, and creation of panhandle lots within the RS-6 zone.

PASSED AND ADOPTED by the El Cajon Planning Commission at a regular meeting held January 15, 2019, by the following vote:

AYES:	CIRCO, LONGORIA, MROZ, SOTTILE
NOES:	NONE
ABSENT:	TURCHIN



Paul CIRCO, Chair

ATTEST:



Melissa DEVINE, Secretary

**EXCERPT FROM THE DRAFT MINUTES OF THE
EL CAJON PLANNING COMMISSION MEETING**

April 2, 2019

Agenda Item:	3
Project Name:	Zoning Code Omnibus Update
Request:	Zoning Code Amendment
CEQA Recommendation:	Exempt
STAFF RECOMMENDATION:	RECOMMEND CITY COUNCIL APPROVAL
Project Number(s):	Zoning Code Amendment No. 437
Location:	Citywide
Applicant:	City of El Cajon
Project Planner:	Spencer Hayes; shayes@cityofelcajon.us ; 619-441-1656 Alfonso Camacho; acamacho@cityofelcajon.us ; 619-4411782
City Council Hearing Required?	Yes To Be Determined
Recommended Actions:	<ol style="list-style-type: none"> 1. Conduct the public hearing; and 2. MOVE to adopt the next resolution in order recommending City Council approval of proposed Zoning Code Amendment No. 437.

HAYES summarized the staff report in a PowerPoint presentation. Staff was recommending that the Planning Commission adopt the proposed resolution recommending City Council approval.

Mr. Robert CALLOWAY, president of the Pacific Southwest Association of Realtors, submitted a letter urging that the owner occupancy and parking requirements be removed for Accessory Dwelling Units.

In response to MROZ, DEVINE noted that having an owner occupy one of the units ensures that the properties receive a high level of maintenance.

Ms. Rebecca POLLACK-RUDE, a realtor, voiced opposition to the parking requirement in the Accessory Dwelling Unit.

Ms. Tracy MORGAN-HOLLINGWORTH, voiced opposition to the owner-occupied and parking requirements, and recommended that El Cajon incorporate exceptions from the owner occupancy requirement.

Motion was made by MROZ, seconded by SOTTILE, to close the public hearing; carried 4-0 (LONGORIA, absent).

**EXCERPT FROM THE DRAFT MINUTES OF THE
EL CAJON PLANNING COMMISSION MEETING**

April 2, 2019

Motion was made by SOTTILE, seconded by ORTIZ, to approve the proposed modified resolution recommending City Council approval of Zoning Code Amendment No. 437, included as Exhibit A; carried 4-0 (LONGORIA, absent).

This item will be heard at a future City Council public hearing at date and time to be determined.

DEVINE noted that a letter had been submitted in support of the draft Ordinance by the ECEDC.

**Omnibus Zoning Code Update
Summary of Changes**

Chapter - Title	Section	Revisions
Administration, Interpretation, and Enforcement		
Administration, Interpretation, and Enforcement	17.10.010	Add "or his or her designee"
Performance Standards		
Performance Standards	17.115.130	Establish standards for property upkeep
Residential Zones		
Residential Lot Requirements	17.140.060	Remove the footnote requiring a specific plan for the creation of panhandle lots in the RS-6 zone
Accessory Structures	17.140.120	Revise setback requirements for accessory structures
Accessory Structures	17.140.120	Require a minor use permit for accessory structures greater than 1,200 square feet
Accessory Structures	17.140.120	Remove references to "approved accessory dwelling units"
Single-family Dwelling Review Procedures	17.140.170	Establish minimum objective architectural and design standards and require an administrative zoning permit (AZP) for deviations
Accessory and Junior Accessory Dwelling Units	17.140.180	Reorganize the section for clarity
Accessory and Junior Accessory Dwelling Units	17.140.180	Require a minimum six-foot separation between the primary structure and detached accessory dwelling unit
Accessory and Junior Accessory Dwelling Units	17.140.180	Require a Notice of Restriction be recorded prior to final building permit rather than issuance of a building permit
Residential Land Use Table	17.140.210	Correct the residential land use table to allow accessory structures in multi-family zones
Residential Land Use Table	17.140.210	Remove the "Parks and recreation facilities, including sports fields, public" category

Residential Land Use Table	17.140.210	Add "Parks and playgrounds, public or private" as a permitted use in all zones except the Planned Residential Development (PRD) zones
Residential Land Use Table	17.140.210	Change "Parks and recreation..." to "Parks with recreation facilities; private, including non-profit"
Commercial Zones		
Commercial Land Use Table	17.145.150	Change "Parks and playgrounds, public or private" to a permitted use in General Commercial (C-G), Neighborhood Commercial (C-N), Regional Commercial (C-R), and Heavy Commercial/Light Industrial (C-M) zones
Commercial Land Use Table	17.145.150	Add a land use category for "Amateur sports fields", requiring a Minor Use Permit (MUP)
Parking Standards		
Joint Use Driveways	17.185.140	Require a recorded easement or other recorded agreement to document joint use driveway agreements
Commercial Zone Parking Requirements	17.185.190	Add language to allow restaurants to locate at existing commercial properties which meet the general office and commercial parking ratio
Agriculture and Animals		
Ordinary Household Pets	17.205.030	Change language to allow for four adult pets (dogs and cats) per dwelling
Ordinary Household Pets	17.205.030	Change the threshold for requiring an AZP from a third to a fifth dog
Alcohol Sales and Deemed Approved Alcohol Sales and Regulations		
Conditional Use Permit Required	17.210.080	Require a MUP for new on-sale alcoholic beverage establishments in the C-R zone
Operational Standards	17.210.100	Require that Responsible Beverage Service Training reports be submitted to Community Development rather than El Cajon Police Department
New and Modified On-sale Alcohol Establishment Standards	17.210.130	Add reference to the MUP for new or modified on-sale alcoholic beverage in the C-R zone

Distance Requirements – New and Modified On- sale Alcohol Establishment Standards	17.210.140	Add exception in the C-R zone
Required Findings – New and Modified On- sale Alcohol Establishment Standards	17.210.160	Add reference to the MUP
Miscellaneous Special Uses and Regulations		
Outdoor Dining Areas	17.225.090	Establish comprehensive standards for outdoor dining on private property
Outdoor Dining Areas	17.225.090	Require an AZP for deviations from the standards established for outdoor dining
Wireless Communications Facilities		
Permit Required	17.245.040	Change reference from “monopole” to “freestanding” and from “stealth” to “architecturally integrated” wireless communication facilities
Development and Design Standards	17.245.080	Reorganize the section for clarity
Development and Design Standards	17.245.080	Remove the requirement for a Specific Plan (SP) for wireless facilities exceeding the height limit of the underlying zone
Development and Design Standards	17.245.080	Establish 70-foot height limit for freestanding wireless communications facilities



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 Phone: (619) 444-5774
 e-mail: legals@ecgazette.com

**PROOF OF PUBLICATION
 CITY OF EL CAJON**

State of California)
 County of San Diego) SS

Notice Type: LEGAL

Ad Description: EAST COUNTY GAZETTE



I am a citizen of the United States and a resident of the State of California: I am over the age of eighteen years. I am the owner and publisher of the EAST COUNTY GAZETTE, a newspaper published in the English language in the County of San Diego. The notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Executed on: 03/14/19
 At San Diego County, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

Debbie Norman
 Debbie Norman

CITY OF EL CAJON
NOTICE OF PUBLIC HEARING

The El Cajon Planning Commission will hold a public hearing at 7:00 p.m., **Tuesday, April 2, 2019**, and the El Cajon City Council will hold a public hearing at a later date, which will be announced in a public notice, in City Council Chambers, 200 Civic Center Way, El Cajon, CA to consider:

AMENDMENT OF EL CAJON MUNICIPAL CODE – ZONING CODE OMNIBUS UPDATE (CITYWIDE). This is a City-initiated proposal to amend Title 17 (Zoning) of the El Cajon Municipal Code to address the need for technical changes to improve clarity and consistency. The project proposes amendments to the City of El Cajon Zoning Code. The proposed amendments are to address the need for minor changes to provide clarification or correct inconsistencies as well as streamline permit processes. Edits to the text are primarily technical in nature. No development is authorized with this project. Notable proposed changes to Zoning Code include: modifications to accessory structure standards, modifications to single-family review procedures, modified standards for the keeping of ordinary pets, clarification in regulations for accessory dwelling units, establishment of standards for outdoor dining, modified standards and process for freestanding wireless communication facilities, modified standards and process for deemed approve alcoholic beverage sales, and modified land use tables and permit processes for consistency.

The public is invited to attend and participate in these public hearings. The agenda reports for this project will be available 72 hours prior to the meeting for Planning Commission and City Council at <http://cityofelcajon.us/your-government/city-meetings-with-agendas-and-minutes-all>. In an effort to reduce the City's carbon footprint, paper copies will not be provided at the public hearings, but will be available at the Planning Group and City Clerk counters upon request.

If you challenge the matter in court, you may be limited to raising only those issues you or someone else raised at the public hearings described in this notice or in written correspondence delivered to the Commission or Council at, or prior to, the public hearings. The City of El Cajon encourages the participation of disabled individuals in the services, activities, and programs provided by the City. Individuals with disabilities who require reasonable accommodation in order to participate in the public hearing should contact the Planning Group at 619.441.1742. More information about planning and zoning in El Cajon is available at <http://www.cityofelcajon.us/your-government/departments/community-development/planning-division>.

If you have any questions, or wish any additional information, please contact Spencer Hayes at 619-441-1656 or via email at shayes@cityofelcajon.us and reference "Zoning Code Amendments" in the subject line.

East County Gazette- GIE030790
 03/14/19



City Council
Agenda Report

DATE: May 14, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: City Council Appointment Process

RECOMMENDATION:

That the City Council considers the format to evaluate candidates for the vacant City Council position.

BACKGROUND:

On March 27, 2019, a vacancy was created on the City Council. On April 9, 2019, the Council determined that it would appoint an eligible member of the community to fill the “at-large” vacancy for the remainder of the term through November 2020. The Council directed staff to open the application period with a deadline of April 26, 2019. The City received applications from twenty-two eligible candidates. The Council also established that it would make the appointment at the 7:00 P.M. meeting on May 14, 2019. Under the appointment method, State law requires that the vacancy be filled by May 26, 2019.

The purpose of this agenda item is to determine the format the Council wishes to use to make the appointment. There are no provisions in State law or the City’s codes that dictate a specific process. As such, the Council has wide discretion in how to select the appropriate candidate.

Although there are many options that could be used to evaluate candidates, staff provides three for consideration. These are intended to assist the Council in determining an approach it wishes to take. Staff recognizes that the Council may wish to discuss alternative options and will be prepared to address those as well.

Option 1 – Presentation/No Questions

This option grants each candidate three minutes to make a presentation about themselves. After the presentations, the Council would discuss what they heard and deliberate on the appointment. If this method were used, staff estimates that the presentation portion would take about 75 minutes.

Option 2 – Presentation/Question for all Candidates

This option grants each candidate a shorter amount of time (staff recommends two minutes) to make a presentation. The Council could then ask questions of each candidate. The question period could either include one question from each Councilmember (i.e. four questions) or the Council could limit the number of questions to two. If the latter option were considered, staff recommends that the Council predetermine the questions as part of this agenda item.

If Council selects this option, approximately three hours would be required for presentations and questions. Staff recommends keeping questions consistent for each candidate—either similar questions or several questions generated from the candidate applications.

Option 3 – Presentation/Narrow the Field/Questions for Advanced Candidates

This option grants each candidate two minutes for a presentation. After the presentations, each Councilmember would nominate several candidates that they would like to learn more about through an interview process. Under this scenario, staff recommends that each Councilmember nominate up to three candidates. Staff estimates that this process will narrow the candidate pool so that more time is granted to evaluate the candidates.

Other Considerations

The Ralph M. Brown Act guarantees the public's right to attend and participate in meetings of local legislative bodies. To ensure that the public has an opportunity to participate in the 7:00 P.M. agenda item, staff recommends that public comment on this item occur after hearing from the candidates and before Council deliberation.

Also, to ensure fairness in the process, staff recommends that the order in which candidates provide presentations or are interviewed be randomized. Staff intends to have a meeting with the candidates 15 minutes before the 7:00 P.M. meeting in the Council chambers to clarify the process determined by the Council and to answer any questions. At that pre-7:00 P.M. meeting, staff suggests that names be drawn to determine the order for the evening.

Prepared By: Graham Mitchell, City Manager

Reviewed By: N/A

Approved By: N/A



City Council
Agenda Report

DATE: May 14, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Mayor Wells
SUBJECT: Council Activity Report

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:

- April 26, 2019 - SANDAG Board Meeting
- April 29, 2019 - Poway Vigil
- May 2, 2019 - White House National Day of Prayer
- May 8, 2019 - Meeting w/ Rabbi Andrusier
- May 10, 2019 - SANDAG Executive Committee Meeting
- May 10, 2019 - SANDAG Board Meeting
- May 10, 2019 - SANDAG Audit Committee
- May 14, 2019 - Rotary of El Cajon Clock Dedication
- May 14, 2019 - City Council Meetings at 3:00 and 7:00 p.m.

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

Submitted By: Bill Wells, Mayor



City Council
Agenda Report

Agenda Item 15.

DATE: May 14, 2019
TO: Honorable Mayor and City Councilmembers
FROM:
SUBJECT: Legislative Report

RECOMMENDATION:

Attachments

Legislative Report 5-14-19



LEGISLATIVE REPORT

BILL	NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS/ LAST ACTION DATE
AB	377	Garcia	Microenterprise home kitchen operations	3/26/19		Assembly	5/2/19 – In Senate. Read first time. To Com. on RLS. for assignment. 3/11/19 – Amended in Assembly
AB	392	Weber	Peace Officers: deadly force	5/14/19		Assembly	4/10/19 - From committee: Do pass and re-refer to Com. on RLS. (Ayes 6. Noes 2.) (April 9). Re-referred to Com. on RLS.
AB	516	Chiu	Authority to remove vehicles	5/14/19		Assembly	5/2/19 – Read second time. Ordered to Consent Calendar.
AB	1332	Bonta	Sanctuary State Contracting and Investment Act	5/14/19		Assembly	4/30/19 – Re-referred to Com. on APPR.
AB	1356	Ting	Cannabis: local jurisdictions: retail commercial cannabis activity	4/9/19	Oppose	Assembly	5/1/19 – Re-referred to Com. on APPR. 4/8/19 - Re-referred to Com. on B. & P.
AB	1568	McCarty	Housing law compliance: prohibition on applying for state grants	5/14/19		Assembly	4/25/19 – From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 1.)

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.

BILL	NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS/ LAST ACTION DATE
SB	5	Beall and McGuire	Affordable Housing and Community Development Investment	3/26/19	Support	Senate	4/29/19 – April 29 hearing; Placed on APPR. suspense file. 3/18/19 – Amended in Senate.
SB	50	Weiner	Proposes certain changes to the current density bonus law. Introduces the concept of an “equitable communities incentive” for projects proposed in a “job-rich environment” or “transit-rich environment.”	2/12/19	Oppose unless amended	Senate	5/3/19 – Set for hearing May 13. 3/11/19 – Amended in Senate. 1/24/19 – Referred to Coms. on HOUSING and GOV. & F.
SB	230	Caballero	Law enforcement: use of deadly force: training: policies	5/14/19		Senate	5/3/19 – Set for hearing May 13.

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: May 14, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Councilmember Kendrick
SUBJECT: COUNCILMEMBER GARY KENDRICK
METRO Commission/Wastewater JPA; Heartland Communications;
Heartland Fire Training JPA.

RECOMMENDATION:

That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

- May 2, 2019 - Metro JPA Meeting
- May 13, 2019 - Joint AWP Ad Hoc Committee Meeting
- May 14, 2019 - Rotary of El Cajon Clock Dedication
- May 14, 2019 - City Council Meetings at 3:00 and 7:00 p.m.

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

Submitted By: Gary Kendrick, Councilmember



City Council
Agenda Report

Agenda Item 17.

DATE: May 14, 2019
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.

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:

- April 30, 2019 - Harry Griffin Park Steering Committee Meeting
- May 3, 2019 - El Cajon Police Department Awards Ceremony
- May 9, 2019 - MTS Board Meeting
- May 14, 2019 - Rotary of El Cajon Clock Dedication
- May 14, 2019 - City Council Meetings at 3:00 and 7:00 p.m.

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

Submitted By: Bob McClellan, Councilmember



City Council
Agenda Report

Agenda Item 18.

DATE: May 14, 2019

TO: Honorable Mayor and City Councilmembers

FROM: Deputy Mayor Goble

SUBJECT: DEPUTY MAYOR 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.

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:

- April 23, 2019 - Meeting w/ City Attorney
- April 24, 2019 - Chamber Government Affairs Subcommittee Meeting
- April 25, 2019 - Respond to Soheli B re: Employment Resources
- April 27, 2019 - Creek to Bay Cleanup Participation
- April 29, 2019 - Phone Interview w/ Claire Trageser - KPBS
- April 30, 2019 - Respond to Karina re: Help for Homeless Man
- May 1, 2019 - Forward Food Waste Information to Kristine C at Waste Management
- May 2, 2019 - Respond to Dr. Dennis D re: Parking at His Property
- May 2, 2019 - Respond to Barbara J re: Human Trafficking Task Force
- May 2, 2019 - East County Mayors' Prayer Luncheon
- May 2, 2019 - Respond to Felicia N re: Trash on Sidewalks
- May 3, 2019 - Chamber First Friday Breakfast
- May 3, 2019 - El Cajon Police Department Awards Dinner
- May 13, 2019 - Meeting w/ City Manager
- May 14, 2019 - Rotary of El Cajon Clock Dedication
- May 14, 2019 - Ribbon Cutting - East County Barbell

May 14, 2019 - City Council Meetings at 3:00 and 7:00 p.m.

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

Submitted By: Steve Goble, Deputy Mayor



City Council
Agenda Report

Agenda Item 19.

DATE: May 14, 2019

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: Mike Murphy and Joshua Pittsley, et al. vs. City of El Cajon, et al. United States District Court, Southern District of California Case No. 18-CV-0698-JM-NLS

RECOMMENDATION:

That the following Closed Session be scheduled for the May 14, 2019, 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:

Mike Murphy and Joshua Pittsley, et al. vs. City of El Cajon, et al.
United States District Court, Southern District of California
Case No. 18-CV-0698-JM-NLS

Morgan L. Foley
City Attorney/General Legal Counsel

MLF:hms



City Council
Agenda Report

DATE: May 14, 2019
TO: City Clerk
FROM: City Attorney/General Legal Counsel
SUBJECT: Closed Session - Conference with Labor Negotiators pursuant to Government Code section 54957.6:

Agency Designated Representatives:

Graham Mitchell, City Manager
Vince DiMaggio, Assistant City Manager
Clay Schoen, Director of Finance
Marisol Thorn, Director of Human Resources

Employee Organizations:

El Cajon Mid-Management and Professional Employees Group
El Cajon Municipal Employees Association
El Cajon Police Officers Association
El Cajon Professional Firefighters Association - Local 4603 (ECPFF)
El Cajon Police Officers' Association Management Group
Executive, Unrepresented and Confidential Employees

RECOMMENDATION:

That the following Closed Session be scheduled for the Tuesday, May 14, 2019, Joint City Council/Housing Authority/Successor Agency to El Cajon Redevelopment Agency agenda at 3:00 p.m.

CONFERENCE WITH LABOR NEGOTIATORS – pursuant to Government Code section 54957.6

NAME OF CASE:

Agency Designated Representatives:

Graham Mitchell, City Manager
Vince DiMaggio, Assistant City Manager
Clay Schoen, Director of Finance
Marisol Thorn, Director of Human Resources

Employee Organizations:

El Cajon Mid-Management and Professional Employees Group
El Cajon Municipal Employees Association

El Cajon Police Officers Association
El Cajon Professional Firefighters Association - Local 4603 (ECPFF)
El Cajon Police Officers' Association Management Group
Executive, Unrepresented and Confidential Employees

MORGAN L. FOLEY
City Attorney/General Legal Counsel

MLF:hms
